

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.16  
(ID # 16970)**

**MEETING DATE:**  
Tuesday, October 05, 2021

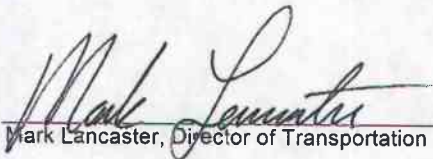
**FROM :** TLMA-TRANSPORTATION:

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approve the Consulting Services Agreement Between the County of Riverside and NCM Engineering Corp for the Temescal Canyon Road Widening Project - El Cerrito Segment, in the Community of El Cerrito. District 2. [\$6,778,767 Total Cost - Local Funds 100%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Consulting Services Agreement between the County of Riverside and NCM Engineering Corp for the Temescal Canyon Road Widening Project - El Cerrito Segment in the community of El Cerrito through December 31, 2030, for an aggregate amount of \$6,162,514.86, and authorize the Chair of the Board to execute the same on behalf of the County; and
2. Authorize the Director of Transportation, or his/her designee, to sign amendments approved as to form by County Counsel that make modifications to the scope of services (including authorizing additional services as may be necessary) that stay within the intent of the agreement and make modifications to the compensation provisions that do not exceed the sum total of ten percent (10%) of the original contract amount.

**ACTION:Policy**

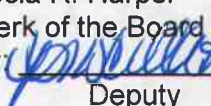
  
Mark Lancaster, Director of Transportation 8/31/2021

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: October 5, 2021  
xc: Transp.

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 1,350,000	\$ 1,350,000	\$ 6,778,767	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> TUMF - Northwest Zone (40%), Gas Tax/HUTA (46%), Developer-In-Lieu (7%), Combined Improvement Funds (7%). There are no General Funds used in this Project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Years:</b> 21/22 to 30/31	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Board of Supervisors (Board) endorsed the concept of creating a Temescal Canyon Road Improvement Program at its regular meeting on October 6, 2015 (Item 3-55).

The Temescal Canyon Road Improvement Program identified three segments of roadway totaling approximately two miles along Temescal Canyon Road to be widened to two lanes in each direction:

1. Dawson Canyon Road to 0.7 miles northerly
2. Dos Lagos Drive southerly to Leroy Road
3. El Cerrito Road southerly to Tom Barnes Street

In 2020, the County's Transportation Department (Department) completed construction of the Dawson Canyon Segment and Dos Lagos Segment widening projects.

At this time, the Department has secured TUMF and other funds to move forward with the design of the El Cerrito Segment.

The "Temescal Canyon Road Widening Project – El Cerrito Segment" improvements will include pavement widening for two lanes in each direction, curb and gutter, sidewalk, and bike lanes from north of El Cerrito Road to Tom Barnes Street, with an additional 200-foot segment of widening north of Cajalco Road (Project). When construction is completed, Temescal Canyon Road will provide a four-lane facility with bike lanes for approximately five miles from El Cerrito Road to the I-15 interchange near Tom's Farms. The Department is studying a future project to add a northbound lane to Ontario Avenue from north of El Cerrito Road to State Street at the boundary with the City of Corona.

In 2020, the Department issued a Request for Proposals (RFP) for engineering, environmental, and other professional consulting services for the Project. The Department received seven (7) proposals, which were evaluated, scored, and short-listed to four (4) firms. During an interview process, the short-listed firms had an opportunity to present their qualifications and answer

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STATE OF CALIFORNIA**

questions from a County inter-department interview panel. The interview panel assigned scores to each firm after the interviews, aggregated the scores, and then determined that the most qualified and responsive firm to perform the required services for the Project was NCM Engineering Corp.

The County negotiated the scope of work and fee with NCM Engineering Corp for the total contract amount as shown in the attached consulting services agreement.

County Counsel has reviewed the agreement and approved it as to form.

Project No. C6-0065, Contract No. 21-08-001

**Impact on Residents and Businesses**

Increasing congestion on Interstate-15 (I-15) has significantly impacted residents and businesses within the Temescal Valley and El Cerrito communities. Motorists wanting to avoid congestion created by peak hour traffic, accidents, and construction closures on the I-15 freeway use Temescal Canyon Road as a bypass. As a result, Temescal Canyon Road is frequently over-burdened by local and non-local traffic.

The majority of Temescal Canyon Road between El Cerrito Road and the Temescal Canyon Road/I-15 freeway interchange consisted of one travel lane in each direction. The improvements completed in 2020 for the Dawson Canyon and Los Dagos Segments construction projects, along with the proposed El Cerrito Segment Project improvements, increase the roadway to two lanes in each direction. This project, in addition to Riverside County Transportation Commission's completed and upcoming projects to add express lanes to I-15, will improve traffic flow, emergency access, and safety through the five-mile Temescal Canyon Road corridor.

The El Cerrito Segment Project will include sidewalks and curb ramps on both sides of Temescal Canyon Road, thereby providing accessible pedestrian improvements within the corridor to nearby schools and commercial centers. The Project will also include bike lanes, thereby creating an approximate 4.5-mile uninterrupted bike lane corridor on Temescal Canyon Road from north of El Cerrito Road to Dawson Canyon Road.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

Consulting services up to the amount of \$6,778,767 (\$6,162,514.86 plus a 10% contingency) will be funded through TUMF - Northwest Zone, Gas Tax/HUTA, Developer-In-Lieu, and Combined Improvement Funds. Consulting services are anticipated to begin in FY 2021/22 and end in FY 2030/31. There are no General Funds used in this project.

**Contract History and Price Reasonableness**



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The County negotiated the scope of work and fees with NCM Engineering Corp to arrive at the resulting contract fee.

**ATTACHMENTS:**

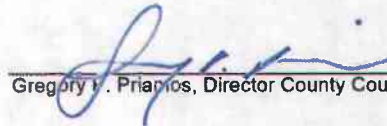
Vicinity Map

Agreement



Jason Farin, Principal Management Analyst

9/29/2021



Gregory J. Priapros, Director County Counsel

9/23/2021





Contract No.: 21-08-001

Termination Date: December 31, 2030

Amount Authorized: \$6,162,514.86

Federal Funding: No

State Funding: No

## CONSULTING SERVICES AGREEMENT

between the

**County of Riverside**

and

**NCM Engineering Corp**

for the

**TEMESCAL CANYON ROAD WIDENING PROJECT  
- EL CERRITO SEGMENT**



OCT 05 2021

3.16

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### ATTACHMENTS

*In the event that the terms in any of the Attachments conflicts with the terms as provided in the Agreement, the terms of the Agreement shall prevail.*

Scope of Services .....	A1
Schedule of Services.....	B1
Compensation Plan .....	C1



**ARTICLE I INTRODUCTION**

A. This Consulting Services Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between COUNTY OF RIVERSIDE, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and NCM Engineering Corp, a California corporation, hereinafter referred to as "CONSULTANT".

B. Coordination of CONSULTANT and COUNTY activities shall be accomplished through a CONSULTANT Project Manager and a COUNTY Contract Administrator.

The CONSULTANT's Project Manager for CONSULTANT shall be: Michael Crull

Located at: 4740 Green River Road, Suite 203, Corona, CA 92878

The COUNTY's Contract Administrator for COUNTY shall be: Cathy Wampler

Located at: 3525 14<sup>th</sup> Street, Riverside, CA 92501

C. CONSULTANT shall perform:

The covenants set forth in Article III entitled Statement of Work;

In accordance with the time frames set forth in Article IV entitled Performance Period;

For the fees set forth in Article V entitled Allowable Costs and Payments.

D. CONSULTANT and the agents and employees of CONSULTANT, in the performance of this contract, shall act in an independent capacity and not as officers or employees or agents of COUNTY.

E. Without the written consent of COUNTY, this contract is not assignable by CONSULTANT either in whole or in part.

F. No alteration or variation of the terms of this contract shall be valid, unless made in writing and signed by the parties hereto; and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

G. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

H. COUNTY is designated as the lead agency for PROJECT and is working cooperatively with other agencies in the effort to complete the PROJECT.

I. Other public agencies that may be involved with the PROJECT including, but not limited to cooperative, funding, reviewing, regulatory or operating agencies are listed below and will hereinafter be collectively referred to as

1 the "AGENCIES".

- 2 • City of Corona
- 3 • Riverside County Transportation Commission (RCTC)
- 4 • Western Riverside Council of Governments (WRCOG)
- 5 • California Department of Transportation (Caltrans)
- 6 • Federal Highway Administration (FHWA)
- 7 • California Department of General Services, Division of the State Architect (DSA)
- 8 • Riverside County Flood Control and Water Conservation District (RCFC&WCD)
- 9 • U.S. Army Corps of Engineers (USACE)
- 10 • U.S. Fish and Wildlife Service (USFWS)
- 11 • California Department of Fish and Game (CDFG)
- 12 • Regional Water Quality Control Board (RWQCB)

13 **ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

14 A. To ensure understanding and performance of the contract objectives, meetings between COUNTY,  
15 AGENCIES, and CONSULTANT shall be held as often as deemed necessary (typically at least monthly). All  
16 work objectives, CONSULTANT's work schedule, the terms of the contract and any other related issues will be  
17 discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of minutes as  
18 appropriate. Progress reporting shall conform with the contract administration requirements of the COUNTY's  
19 Consulting Services Manual including providing updated copies of the following documents at each project  
20 coordination meeting.

- 21 • Meeting Agendas
- 22 • Meeting Sign-in Sheets
- 23 • Meeting Minutes (prior meeting)
- 24 • Action Items Tracking List
- 25 • Deliverables Tracking List
- 26 • Schedule Summary

27 B. CONSULTANT's Project Manager shall meet with COUNTY's Contract Administrator, as needed, which could  
28 be monthly or more frequently, to discuss progress on the contract.

29 **ARTICLE III STATEMENT OF WORK**

1 CONSULTANT shall furnish all technical and professional services including labor, material, equipment,  
2 transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in  
3 Attachment A, Scope of Services, which is attached hereto and incorporated herein by reference.

4 **ARTICLE IV PERFORMANCE PERIOD**

5 A. This contract shall go into effect on the date this agreement is approved by the County of Riverside Board of  
6 Supervisors, and CONSULTANT shall commence work after notification to proceed by COUNTY'S Contract  
7 Administrator. The contract shall end on December 31, 2030, unless extended by contract amendment.

8 B. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the  
9 contract is fully executed and approved by COUNTY.

10 C. Services provided under this contract may be performed in separate Milestones or Phases. The sequencing  
11 and scheduling of these Milestones or Phases is set forth in Attachment B, Schedule of Services, which is  
12 attached hereto and incorporated herein by reference.

13 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

14 A. The method of payment for this contract will be based on actual cost plus a fixed fee. COUNTY will reimburse  
15 CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs,  
16 overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will  
17 not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment  
18 rental, overhead, and other estimated costs set forth in Attachment C, Compensation Plan, which is attached  
19 hereto and incorporated herein by reference, unless additional reimbursement is provided for by contract  
20 amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds  
21 COUNTY's approved overhead rate set forth in the Compensation Plan. In the event, that COUNTY determines  
22 that a change to the work from that specified in the Contract is required, the contract time or actual costs  
23 reimbursable by COUNTY shall be adjusted by contract amendment to accommodate the changed work. The  
24 maximum total cost as specified in Article V.H shall not be exceeded, unless authorized by contract amendment.

25 B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$190,603. The fixed  
26 fee is nonadjustable for the term of the contract, except in the event of a significant change in the scope of work  
27 and such adjustment is made by contract amendment.

28 C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the  
29 Compensation Plan.



- 1 D. When milestone or phase cost estimates are included in the Compensation Plan, CONSULTANT shall obtain  
2 prior written approval for a revised milestone or phase cost estimate from the COUNTY's Contract Administrator  
3 before exceeding such cost estimate.
- 4 E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs.  
5 A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If  
6 CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement  
7 of Work, COUNTY shall have the right to delay payment or terminate this Contract in accordance with the  
8 provisions of Article VI Termination.
- 9 F. No payment will be made prior to approval or for any work performed prior to approval of this AGREEMENT.
- 10 G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by COUNTY's  
11 Contract Administrator of itemized invoices. Invoices shall be submitted no later than 45 calendar days after  
12 the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each  
13 Milestone or Phase and each project as applicable. Invoices shall follow the format stipulated for the  
14 Compensation Plan using the Project-specific & Multi-phase Contract Invoice templates provided in the  
15 COUNTY Consulting Services Manual and shall reference this contract number and project title. Final invoice  
16 must contain the final cost and all credits due COUNTY including any equipment purchased under the  
17 provisions of Article XI Equipment Purchase of this contract. The final invoice should be submitted within 60  
18 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to COUNTY's Contract  
19 Administrator at the address provided in Article I.B.
- 20 H. The total amount payable by COUNTY including the fixed fee shall not exceed \$6,162,514.86.
- 21 I. Salary increases will be reimbursable if the new salary is within the salary range identified in the Compensation  
22 Plan and is approved by COUNTY's Contract Administrator.
- 23 J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases,  
24 which are the direct result of changes in the prevailing wage rates are reimbursable.
- 25 K. The services included under the terms of this contract are funded in whole or in part as noted below:
- 26 Federal funds:     are included                     are not included
- 27 State funds:         are included                     are not included

28 **ARTICLE VI TERMINATION**

- 29 A. COUNTY reserves the right to terminate this contract upon thirty (30) calendar days written notice to

1 CONSULTANT with the reasons for termination stated in the notice.

2 B. COUNTY may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants  
3 herein contained at the time and in the manner herein provided. In the event of such termination, COUNTY  
4 may proceed with the work in any manner deemed proper by COUNTY. If COUNTY terminates this contract  
5 with CONSULTANT, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this contract  
6 prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the contract. In  
7 which case the overage shall be deducted from any sum due CONSULTANT under this contract and the  
8 balance, if any, shall be paid to CONSULTANT upon demand.

9 **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

10 A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition  
11 Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual  
12 items.

13 B. CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR, Part 200, Uniform  
14 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

15 C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be  
16 unallowable under 2 CFR, Part 200 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part  
17 31.000 et seq., are subject to repayment by CONSULTANT to COUNTY.

18 **ARTICLE VIII RETENTION OF RECORDS/AUDIT**

19 For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code  
20 of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the  
21 performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and COUNTY  
22 shall maintain and make available for inspection all books, documents, papers, accounting records, and other  
23 evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the  
24 contract. All parties shall make such materials available at their respective offices at all reasonable times during  
25 the contract period and for three years from the date of final payment under the contract. The state, State Auditor,  
26 COUNTY, FHWA, or any duly authorized representative of the Federal Government shall have access to any books,  
27 records, and documents of CONSULTANT and it's certified public accountants (CPA) work papers that are pertinent  
28 to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof  
29 shall be furnished if requested.

**ARTICLE IX AUDIT REVIEW PROCEDURES**

A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by COUNTY'S Chief Financial Officer.

B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by COUNTY'S Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.

C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.

D. Audit Terms and Conditions if the amount shown in Article V.H is greater than \$150,000 and less than \$3,500,000.

CONSULTANT and subconsultant contracts, including cost proposals and ICR, are subject to audits or reviews such as, but not limited to, a contract audit, an incurred cost audit, an ICR Audit, or a CPA ICR audit work paper review. If selected for audit or review, the contract, cost proposal and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR audit work paper review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's work papers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by COUNTY contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by COUNTY at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal, state or local governments have access to CPA work papers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.

E. Audit Terms and Conditions if the amount shown in Article V.H is \$3,500,000 or greater and if Article V.K identifies that Federal or State funds are used, in whole or in part, to fund the services performed under this contract then compliance with the auditing provisions as described below is required. If the services are not identified as funded in whole or in part with Federal or State funds then compliance with the auditing provisions of Article IX.D shall apply.

CONSULTANT Cost Proposal is subject to a CPA ICR Audit Work Paper Review by Caltrans' Audit and



1 Investigation (Caltrans). Caltrans, at its sole discretion, may review and/or audit and approve the CPA ICR  
2 documentation. The Cost Proposal shall be adjusted by the CONSULTANT and approved by the COUNTY  
3 Contract Administrator to conform to the Work Paper Review recommendations included in the management  
4 letter or audit recommendations included in the audit report. Refusal by the CONSULTANT to incorporate the  
5 Work Paper Review recommendations included in the management letter or audit recommendations included  
6 in the audit report will be considered a breach of the contract terms and cause for termination of the contract  
7 and disallowance of prior reimbursed costs.

8 1. During a Caltrans' review of the ICR audit work papers created by the CONSULTANT's independent CPA,  
9 Caltrans will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the  
10 review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If Caltrans  
11 identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY  
12 will reimburse the CONSULTANT at a provisional ICR until a FAR compliant ICR {e.g. 48 CFR, part 31;  
13 GAGAS (Generally Accepted Auditing Standards); CAS (Cost Accounting Standards), if applicable; in  
14 accordance with procedures and guidelines of the American Association of State Highways and  
15 Transportation Officials Audit Guide; and other applicable procedures and guidelines} is received and  
16 approved by A&I. Provisional rates will be as follows:

- 17 a. If the proposed rate is less than 150% - the provisional rate reimbursed will be 90% of the proposed  
18 rate.
- 19 b. If the proposed rate is between 150% and 200% - the provisional rate will be 85% of the proposed  
20 rate.
- 21 c. If the proposed rate is greater than 200% - the provisional rate will be 75% of the proposed rate.

22 2. If Caltrans is unable to issue a cognizant letter per Article IX.E.1. above, Caltrans may require  
23 CONSULTANT to submit a revised independent CPA-audited ICR and audit report within three (3) months  
24 of the effective date of the management letter. Caltrans will then have up to six (6) months to review the  
25 CONSULTANT's and/or the independent CPA's revisions.

26 3. If the CONSULTANT fails to comply with the provisions of this Article IX.E, or if Caltrans is still unable to  
27 issue a cognizant approval letter after the revised independent CPA-audited ICR is submitted, overhead  
28 cost reimbursement will be limited to the provisional ICR that was established upon initial rejection of the  
29 ICR and set forth in Article IX.E.1. above for all rendered services. In this event, this provisional ICR will

1 become the actual and final ICR for reimbursement purposes under this contract.

- 2 4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred:  
3 (1) Caltrans approves or rejects the original or revised independent CPA-audited ICR; (2) all work under  
4 this contract has been completed to the satisfaction of LOCAL AGENCY; and, (3) Caltrans has issued its  
5 final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than  
6 60 days after occurrence of the last of these items.

7 The provisional ICR will apply to this contract and all other contracts executed between COUNTY and the  
8 CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

9 **ARTICLE X SUBCONTRACTING**

- 10 A. Nothing contained in this contract or otherwise, shall create any contractual relation between COUNTY and any  
11 subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations  
12 hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its  
13 subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and  
14 omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its  
15 subconsultant(s) is an independent obligation from COUNTY'S obligation to make payments to the  
16 CONSULTANT.
- 17 B. CONSULTANT shall perform the work contemplated with resources available within its own organization and  
18 no portion of the work pertinent to this contract shall be subcontracted without written authorization by  
19 COUNTY's Contract Administrator, except that, which is expressly identified in the Compensation Plan.
- 20 C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made  
21 to CONSULTANT by COUNTY.
- 22 D. All subcontracts entered into as a result of this contract shall contain all the provisions stipulated in this contract  
23 to be applicable to subconsultants.
- 24 E. Any substitution of subconsultant(s) must be approved in writing by COUNTY's Contract Administrator prior to  
25 the start of work by the subconsultant(s).

26 **ARTICLE XI EQUIPMENT PURCHASE**

- 27 A. Prior authorization in writing, by COUNTY's Contract Administrator shall be required before CONSULTANT  
28 enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or  
29 CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring

1 such costs.

- 2 B. For purchase of any item, service or consulting work not covered in CONSULTANT's Compensation Plan and  
3 exceeding \$5,000 prior authorization by COUNTY's Contract Administrator; three competitive quotations must  
4 be submitted with the request, or the absence of bidding must be adequately justified.
- 5 C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain  
6 an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at  
7 least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and  
8 is sold or traded in, COUNTY shall receive a proper refund or credit at the conclusion of the contract, or if the  
9 contract is terminated, CONSULTANT may either keep the equipment and credit COUNTY in an amount equal  
10 to its fair market value, or sell such equipment at the best price obtainable at a public or private sale, in  
11 accordance with established COUNTY procedures; and credit COUNTY in an amount equal to the sales price.  
12 If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's  
13 expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained  
14 from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to sell the  
15 equipment, the terms and conditions of such sale must be approved in advance by COUNTY." 2 CFR, Part  
16 200 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000  
17 is credited to the project.

18 **ARTICLE XII STATE PREVAILING WAGE RATES**

19 In the event that a portion of the work performed by CONSULTANT are by crafts affected by state labor laws, the  
20 following terms and conditions shall apply.

- 21 A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in  
22 accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances  
23 applicable to the work.
- 24 B. Any subcontract entered into as a result of this contract, if for more than \$25,000 for public works construction  
25 or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of  
26 the provisions of this Article, unless the awarding agency has an approved labor compliance program by the  
27 Director of Industrial Relations.
- 28 C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence  
29 costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined



1 in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

2 When all of the work performed by CONSULTANT is performed by crafts not affected by state labor laws or are not  
3 contemplated for use, the State of California's General Prevailing Wage Rates are not applicable to this contract.

4 **Note:** The Federal "Payment of Predetermined Minimum Wage" applies only to federal-aid construction  
5 contracts.

6 **ARTICLE XIII CONFLICT OF INTEREST**

7 A. CONSULTANT shall disclose any financial, business, or other relationship with COUNTY that may have an  
8 impact upon the outcome of this contract, or any ensuing COUNTY construction project. CONSULTANT shall  
9 also list current clients who may have a financial interest in the outcome of this contract, or any ensuing  
10 COUNTY construction project, which will follow.

11 B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest  
12 that would conflict with the performance of services under this contract.

13 C. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid  
14 on any construction contract, or on any contract to provide construction inspection for any construction project  
15 resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through  
16 joint-ownership, or otherwise.

17 D. Except for subconsultants whose services are limited to providing surveying or materials testing information, no  
18 subconsultant who has provided design services in connection with this contract shall be eligible to bid on any  
19 construction contract, or on any contract to provide construction inspection for any construction project resulting  
20 from this contract.

21 **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

22 CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful  
23 consideration, either promised or paid to any COUNTY employee. For breach or violation of this warranty, COUNTY  
24 shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work  
25 actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback  
26 or other unlawful consideration.

27 **ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING**

28 A. CONSULTANT certifies to the best of his or her knowledge and belief that:

29 1. No state, federal or COUNTY appropriated funds have been paid, or will be paid by-or-on behalf of

1 CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state  
2 or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of  
3 the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection  
4 with the awarding of any state or federal contract; the making of any state or federal grant; the making of  
5 any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation,  
6 renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.

7 2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for  
8 influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress;  
9 an officer or employee of Congress, or an employee of a Member of Congress; in connection with this  
10 federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit  
11 Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

12 B. This certification is a material representation of fact upon which reliance was placed when this transaction was  
13 made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction  
14 imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be subject to a  
15 civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

16 C. CONSULTANT also agrees by signing this document that he or she shall require that the language of this  
17 certification be included in all lower-tier subcontracts, which exceed \$100,000 and that all such sub recipients  
18 shall certify and disclose accordingly.

19 **ARTICLE XVI STATEMENT OF COMPLIANCE**

20 A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury  
21 under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the  
22 nondiscrimination program requirements of Government Code Section 12990 and Title 2, California Code of  
23 Regulations, Section 11102.

24 B. During the performance of this Contract, CONSULTANT and its subconsultants shall not unlawfully  
25 discriminate, harass, or allow harassment against any employee or applicant for employment because of sex,  
26 race, color, ancestry, religious, national origin, ethnic group identification, age, physical disability (including HIV  
27 and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), genetic information, marital status,  
28 or sexual orientation. CONSULTANT and subconsultants shall insure that the evaluation and treatment of their  
29 employees and applicants for employment are free from such discrimination and harassment. CONSULTANT

1 and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code  
2 §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations,  
3 Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission  
4 implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the  
5 California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if  
6 set forth in full. CONSULTANT and its subconsultants shall give written notice of their obligations under this  
7 clause to labor organizations with which they have a collective bargaining or other agreement.

8 C. The CONSULTANT shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted  
9 programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of  
10 Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement  
11 and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of  
12 race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits  
13 of or subject to discrimination under any program or activity by the recipients of federal assistance or their  
14 assignees and successors in interest.

15 D. The CONSULTANT, with regard to the work performed by it during the Agreement shall act in accordance with  
16 Title VI. Specifically, the CONSULTANT shall not discriminate on the basis of race, color, national origin,  
17 religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of  
18 materials and leases of equipment. The CONSULTANT shall not participate either directly or indirectly in the  
19 discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when  
20 the Agreement covers a program whose goal is employment.

21 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

22 A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws  
23 of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to  
24 Agencies on Government wide Debarment and Suspension (non procurement)", which certifies that he/she or  
25 any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently  
26 under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has  
27 not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the  
28 past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or  
29 had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or

1 official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to  
2 COUNTY.

3 B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in  
4 determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating  
5 agency, and dates of action.

6 C. Exceptions to the System for Award Management (SAM) maintained by the General Services Administration  
7 are to be determined by the Federal Highway Administration.

8 **ARTICLE XVIII FUNDING REQUIREMENTS**

9 A. It is mutually understood between the parties that this contract may have been written before ascertaining the  
10 availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid program  
11 and fiscal delays that would occur if the contract were executed after that determination was made.

12 B. This contract is valid and enforceable only, if sufficient funds are made available to COUNTY for the purpose  
13 of this contract. In addition, this contract is subject to any additional restrictions, limitations, conditions, or any  
14 statute enacted by the Congress, State Legislature, or COUNTY governing board that may affect the provisions,  
15 terms, or funding of this contract in any manner.

16 C. It is mutually agreed that if sufficient funds are not appropriated, this contract may be amended to reflect any  
17 reduction in funds.

18 D. COUNTY has the option to void the contract under the 30-day termination clause pursuant to Article VI, or by  
19 mutual agreement to amend the contract to reflect any reduction of funds.

20 **ARTICLE XIX CHANGE IN TERMS**

21 A. This contract may be amended or modified only by mutual written agreement of the parties.

22 B. All modifications that do not fit within the definition of a minor modification shall be considered a major change  
23 and must be approved by amendment.

24 C. Minor modifications are changes or additions to the services being provided as defined in Article III Statement  
25 of Work but that are consistent with and needed to complete the contracted services and do not require an  
26 increase in the total amount payable by COUNTY as provided in Article V.H and does not reduce the budget  
27 allowed for any subconsultant classified in this Agreement as a DBE. Minor modifications are approved as  
28 follows:

29 Shifting of budget and/or work between tasks within a single Milestone or Phase is allowable without



1 authorization by COUNTY.

2 Shifting of budget and/or work between different Milestones or Phases may be approved by execution of an  
3 Administrative Budget Modification by both CONSULTANT and COUNTY in accordance with the procedures  
4 specified in the COUNTY Consulting Services Manual.

5 D. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and  
6 notification to proceed has been provided by COUNTY's Contract Administrator.

7 E. There shall be no change in CONSULTANT's Project Manager or members of the project team, as listed as  
8 Key Personnel in the approved Scope of Services, which is a part of this contract without prior written approval  
9 by COUNTY's Contract Administrator.

10 **ARTICLE XX DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

11 If Article V.K identifies that Federal funds are used, in whole or in part, to fund the services performed under this  
12 contract then compliance with the provisions of Article XX as described below is required. If Article V.K identifies  
13 that services are not funded in whole or in part with Federal funds then compliance with the requirements of Article  
14 XX is not required.

15 A. This contract is subject to 49 CFR, Part 26 entitled "Participation by Disadvantaged Business Enterprises in  
16 Department of Transportation Financial Assistance Programs". Consultants who obtain DBE participation on  
17 this contract will assist Caltrans in meeting its federally mandated statewide overall DBE goal.

18 B. The goal for DBE participation for this contract is *N/A* %. Participation by DBE consultant or subconsultants  
19 shall be in accordance with information contained in the Consultant Proposal DBE Commitment (Exhibit 10-  
20 O1), or in the Consultant Contract DBE Information (Exhibit 10-O2) attached hereto and incorporated as part  
21 of the Contract. If a DBE subconsultant is unable to perform, CONSULTANT must make a good faith effort to  
22 replace him/her with another DBE subconsultant, if the goal is not otherwise met.

23 C. DBEs and other small businesses, as defined in 49 CFR, Part 26 are encouraged to participate in the  
24 performance of contracts financed in whole or in part with federal funds. CONSULTANT or subconsultant shall  
25 not discriminate on the basis of race, color, national origin, or sex in the performance of this contract.  
26 CONSULTANT shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of  
27 US DOT-assisted agreements. Failure by CONSULTANT to carry out these requirements is a material breach  
28 of this contract, which may result in the termination of this contract or such other remedy as COUNTY deems  
29 appropriate.

- 1 D. Any subcontract entered into as a result of this contract shall contain all of the provisions of Article XX.
- 2 E. A DBE firm may be terminated only with prior written approval from COUNTY and only for the reasons specified
- 3 in 49 CFR 26.53(f). Prior to requesting COUNTY consent for the termination, CONSULTANT must meet the
- 4 procedural requirements specified in 49 CFR 26.53(f).
- 5 F. A DBE performs a Commercially Useful Function (CUF) when it is responsible for execution of the work of the
- 6 contract and is carrying out its responsibilities by actually performing, managing, and supervising the work
- 7 involved. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on
- 8 the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where
- 9 applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the
- 10 amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the, contract
- 11 is commensurate with the work it is actually performing, and other relevant factors.
- 12 G. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, contract, or
- 13 project through which funds are passed in order to obtain the appearance of DBE participation. In determining
- 14 whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do
- 15 not participate.
- 16 H. If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its
- 17 contract with its own work force, or the DBE subcontracts a greater portion of the work of the contract than
- 18 would be expected on the basis of normal industry practice for the type of work involved, it will be presumed
- 19 that it is not performing a CUF.
- 20 I. CONSULTANT shall maintain records of materials purchased or supplied from all subcontracts entered into
- 21 with certified DBEs. The records shall show the name and business address of each DBE or vendor and the
- 22 total dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of
- 23 payment and the total dollar figure paid to all firms. DBE prime consultants shall also show the date of work
- 24 performed by their own forces along with the corresponding dollar value of the work.
- 25 J. Upon completion of the Contract, a summary of these records shall be prepared and submitted on the form
- 26 entitled, "Final Report-Utilization of Disadvantaged Business Enterprise (DBE), First-Tier Subconsultants"
- 27 CEM-2402F [Exhibit 17-F, of the LAPM], certified correct by CONSULTANT or CONSULTANT's authorized
- 28 representative and shall be furnished to the COUNTY's Contract Administrator with the final invoice. Failure to
- 29 provide the summary of DBE payments with the final invoice will result in twenty-five percent (25%) of the dollar

1 value of the invoice being withheld from payment until the form is submitted. The amount will be returned to  
2 CONSULTANT when a satisfactory "Final Report-Utilization of Disadvantaged Business Enterprises (DBE),  
3 First-Tier Subconsultants" is submitted to the COUNTY's Contract Administrator.

4 K. If a DBE subconsultant is decertified during the life of the contract, the decertified subconsultant shall notify  
5 CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during  
6 the life of the Contract, the subconsultant shall notify CONSULTANT in writing with the date of certification. Any  
7 changes should be reported to COUNTY's Contract Administrator within 30 days.

8 **ARTICLE XXI CONTINGENT FEE**

9 CONSULTANT warrants, by execution of this contract that no person or selling agency has been employed, or  
10 retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage,  
11 brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling  
12 agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this  
13 warranty, COUNTY has the right to annul this contract without liability; pay only for the value of the work actually  
14 performed, or in its discretion to deduct from the contract price or consideration, or otherwise recover the full amount  
15 of such commission, percentage, brokerage, or contingent fee.

16 **ARTICLE XXII DISPUTES**

17 A. In the event CONSULTANT considers any work demanded of him to be outside the requirements of the  
18 Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall promptly  
19 upon receipt of such order, instruction or decision, ask for a written confirmation of the same whereupon he  
20 shall proceed without delay to perform the work or to conform to the order, instruction, or decision; but unless  
21 CONSULTANT finds such order, instruction, or decision satisfactory, he shall within 20 days after receipt of  
22 same, file a written protest with COUNTY stating clearly and in detail his objections and reasons therefore.  
23 Except for such protests or objections as are made of record in the manner specified and within the time stated  
24 herein, and except for such instances where the basis of a protest could not reasonably have been foreseen  
25 by CONSULTANT within the time limit specified for protest, CONSULTANT hereby waives all grounds for  
26 protests or objections to the orders, instruction, or decisions of COUNTY and hereby agrees that, as to all  
27 matters not included in such protests, the orders, instructions and decisions of COUNTY will be limited to  
28 matters properly falling within COUNTY's authority.

29 B. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of

1 by agreement shall be decided by a committee consisting of COUNTY's Contract Administrator and Director of  
2 Transportation or designee, who may consider written or verbal information submitted by CONSULTANT.

3 C. Not later than 30 days after completion of all deliverables necessary to complete the plans, specifications and  
4 estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved claims or disputes,  
5 other than audit. The request for review will be submitted in writing.

6 D. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full  
7 and timely performance in accordance with the terms of this contract.

8 **ARTICLE XXIII INSPECTION OF WORK**

9 CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating funds  
10 are used in this contract; to review and inspect the project activities and files at all reasonable times during the  
11 performance period of this contract including review and inspection on a daily basis.

12 **ARTICLE XXIV SAFETY**

13 A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety  
14 equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety  
15 Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests  
16 at all times while working on the construction project site.

17 B. Pursuant to the authority contained in Section 591 of the Vehicle Code, COUNTY has determined that such  
18 areas are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of  
19 the requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take  
20 all reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public  
21 from injury and damage from such vehicles.

22 C. Any subcontract entered into as a result of this contract, shall contain all of the provisions of this Article.

23 D. In the event CONSULTANT performs trenching of five feet or deeper in the performance any service provided  
24 under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health (CAL-OSHA)  
25 permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of any practices,  
26 work, method, operation, or process related to the construction or excavation of trenches which are five feet or  
27 deeper.

28 **ARTICLE XXV INDEMNIFICATION AND INSURANCE**

29 A. Basic Indemnity



1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, its Agencies, Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and each of their respective directors, members officers, employees, agents, volunteers and representatives ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or omission constituting ordinary and not professional negligence (including, without limitation, negligent breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants or their respective employees, agents, representatives, or independent contractors.
2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages, actions, judgements, settlements and expenses, including, without limitation, full and actual attorney's fees (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees and mediator and mediation fees.
3. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other benefit not explicitly set forth in this contract and arising out of work performed for COUNTY pursuant to this contract. The Indemnitees shall be entitled to the defense and indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity; provided however, that nothing contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any Indemnitee to the extent not required under the provisions of Paragraph B. below.

B. Indemnity for Design Professional Services

1. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel reasonably acceptable to COUNTY), indemnify and hold harmless the Indemnitees, and each of them, against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful misconduct constituting professional negligence on the part of CONSULTANT or its Subconsultants, or their respective employees, agents, representatives, or independent contractors. The Indemnitees shall be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is, in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity;

1 provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to  
2 indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this section.  
3 CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees, cost of  
4 investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the extent and  
5 in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the negligence,  
6 recklessness or willful misconduct of CONSULTANT arising out of or from the performance of professional  
7 design services under this Agreement. The duty to defend applies to any alleged or actual negligence,  
8 recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether or not  
9 CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly liable to  
10 the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to be actively  
11 negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.

12 2. Without affecting the rights of COUNTY under any other provision of this Agreement, CONSULTANT shall  
13 not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a  
14 Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that such  
15 negligence, recklessness or willful misconduct has been determined by agreement of CONSULTANT and  
16 Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.

17 3. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements with  
18 provisions identical to those set forth in this section from each and every Subconsultant, of every Tier.

19 4. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or  
20 type of damages, compensation or benefits payable under any policy of insurance, workers' compensation  
21 acts, disability benefit acts or other employee benefit acts.

22 5. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in  
23 pursuing or enforcing their right to defense and/or indemnification under this Agreement.

24 B. INSURANCE

25 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY harmless,  
26 CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following  
27 insurance coverage's during the term of this Agreement. As respects to the insurance section only, the  
28 COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments,  
29 their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or

1 representatives as Additional Insureds.

2 1. Workers' Compensation:

3 If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall maintain  
4 statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of  
5 California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits  
6 not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in  
7 favor of the County of Riverside.

8 2. Commercial General Liability:

9 Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified  
10 contractual liability, products and completed operations liability, personal and advertising injury, and cross  
11 liability coverage, covering claims which may arise from or out of CONSULTANT'S performance of its  
12 obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall  
13 not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general  
14 aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence  
15 limit.

16 3. Vehicle Liability:

17 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then  
18 CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an  
19 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general  
20 aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence  
21 limit. Policy shall name the COUNTY as Additional Insureds.

22 4. Professional Liability

23 CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT's  
24 performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per  
25 occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written  
26 on a claims made basis rather than an occurrence basis, such insurance shall continue through the term  
27 of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting  
28 Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a  
29 retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through

1 Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original  
2 insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

3 5. General Insurance Provisions - All lines:

4 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of  
5 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are  
6 waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a  
7 requirement for a particular insurer such waiver is only valid for that specific insurer and only for one  
8 policy term.

9 b. The CONSULTANT must declare its insurance self-insured retention for each coverage required  
10 herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall  
11 have the prior written consent of the COUNTY Risk Manager before the commencement of operations  
12 under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at  
13 the election of the County's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or  
14 eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a  
15 bond which guarantees payment of losses and related investigations, claims administration, and  
16 defense costs and expenses.

17 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside  
18 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
19 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by  
20 the COUNTY Risk Manager, provide original Certified copies of policies including all Endorsements  
21 and all attachments thereto, showing such insurance is in full force and effect. Further, said  
22 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty  
23 (30) days written notice shall be given to the County of Riverside prior to any material modification,  
24 cancellation, expiration or reduction in coverage of such insurance. In the event of a material  
25 modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith,  
26 unless the County of Riverside receives, prior to such effective date, another properly executed original  
27 Certificate of Insurance and original copies of endorsements or certified original policies, including all  
28 endorsements and attachments thereto evidencing coverage's set forth herein and the insurance  
29 required herein is in full force and effect. CONSULTANT shall not commence operations until the



1 COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of  
2 endorsements and if requested, certified original policies of insurance including all endorsements and  
3 any and all other attachments as required in this Section. An individual authorized by the insurance  
4 carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of  
5 Insurance.

6 d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be  
7 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured  
8 retention's or self-insured programs shall not be construed as contributory.

9 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope  
10 of services; or, there is a material change in the equipment to be used in the performance of the scope  
11 of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the  
12 COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required  
13 under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the amount or type of  
14 insurance carried by the CONSULTANT has become inadequate.

15 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of subconsultants  
16 working under this Agreement.

17 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-  
18 insurance acceptable to the COUNTY.

19 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that may  
20 give rise to a claim arising from the performance of this Agreement.

## 21 **ARTICLE XXVI OWNERSHIP OF DATA**

22 A. Ownership and title to all reports, documents, plans, specifications, and estimates produced as part of this  
23 contract will automatically be vested in COUNTY; and no further agreement will be necessary to transfer  
24 ownership to COUNTY. CONSULTANT shall furnish COUNTY all necessary copies of data needed to complete  
25 the review and approval process.

26 B. It is understood and agreed that all calculations, drawings and specifications, whether in hard copy or machine-  
27 readable form, are intended for one-time use in the construction of the project for which this contract has been  
28 entered into. CONSULTANT acknowledges that the plans, drawings and/or other work products may be used  
29 by COUNTY for the PROJECT regardless of any disputes that may develop between CONSULTANT and

1 COUNTY. All plans, drawings, or other work product shall be deemed the sole and exclusive property of  
2 COUNTY to be used as desired by COUNTY, and ownership thereof is irrevocably vested in COUNTY whether  
3 the PROJECT is implemented or not.

4 C. CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with the modification, or  
5 misuse by COUNTY of the machine-readable information and data provided by CONSULTANT under this  
6 contract; further, CONSULTANT is not liable for claims, liabilities, or losses arising out of, or connected with  
7 any use by COUNTY of the project documentation on other projects, for additions to this project, or for the  
8 completion of this project by others, except only such use as may be authorized in writing by CONSULTANT.

9 D. Applicable patent rights provisions regarding rights to inventions shall be included in the contracts as  
10 appropriate (48 CFR 27, Subpart 27.3 - Patent Rights under Government Contracts for federal-aid contracts).

11 E. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the  
12 agreement shall provide that the FHWA and COUNTY shall have the royalty-free nonexclusive and irrevocable  
13 right to reproduce, publish, or otherwise use; and to authorize others to use, the work for government purposes.

14 **ARTICLE XXVII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR**

15 A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's  
16 personnel, and additional information or assistance from CONSULTANT's personnel is required in order to  
17 evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for consultation  
18 with COUNTY'S construction contract administration and legal staff and for testimony, if necessary, at  
19 depositions and at trial or arbitration proceedings.

20 B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction  
21 contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will  
22 be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel  
23 services under this contract.

24 C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be  
25 performed pursuant to a written contract amendment, if necessary, extending the termination date of this  
26 contract in order to resolve the construction claims.

27 **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

28 A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations,  
29 which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this

1 contract, shall be protected by CONSULTANT from unauthorized use and disclosure.

2 B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the contract,  
3 shall not authorize CONSULTANT to further disclose such information, or disseminate the same on any other  
4 occasion.

5 C. CONSULTANT shall not comment publicly to the press or any other media regarding the contract or COUNTY's  
6 actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the performance  
7 of this contract, at public hearings or in response to questions from a Legislative committee.

8 D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding  
9 work performed or to be performed under this contract without prior review of the contents thereof by COUNTY,  
10 and receipt of COUNTY'S written permission.

11 E. Any subcontract entered into as a result of this contract shall contain all of the provisions of this Article.

12 F. All information related to the construction estimate is confidential, and shall not be disclosed by CONSULTANT  
13 to any entity other than COUNTY.

14 **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

15 In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury  
16 that no more than one final unappealable finding of contempt of court by a federal court has been issued against  
17 CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply  
18 with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations  
19 Board.

20 **ARTICLE XXX LEGAL COMPLIANCE**

21 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and  
22 the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any manner  
23 affecting the performance of this Agreement, including, without limitation, workers' compensation laws and licensing  
24 and regulations. Failure to comply by CONSULTANT may be grounds for termination by the COUNTY.

25 **ARTICLE XXXI EVALUATION OF CONSULTANT**

26 CONSULTANT's performance may be evaluated by COUNTY. A copy of the evaluation will be sent to  
27 CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the contract  
28 record.

29 **ARTICLE XXXII RETENTION OF FUNDS**

- 1 A. Any subcontract entered into as a result of this Contract shall contain all of the provisions of this Article.
- 2 B. COUNTY will withhold the last 10 percent of the budget for preparation of the final PS&E documents. The 10  
3 percent retainage is to be held after 90% of the PS&E phase has been billed and is not to be deducted from  
4 each invoice. The amount retained will be paid to CONSULTANT after COUNTY has approved  
5 CONSULTANT's PS&E documents. The CONSULTANT, or subconsultant, shall return all monies withheld in  
6 retention from a subconsultant within thirty (30) days after receiving payment. Federal law (49 CFR 26.29)  
7 requires that any delay or postponement of payment over thirty (30) days may take place only for good cause  
8 and with the COUNTY's prior written approval. Any violation of this provision shall subject the violating  
9 CONSULTANT or subconsultant to the penalties, sanctions and other remedies specified in Section 7108.5 of  
10 the Business and Professions Code. These requirements shall not be construed to limit or impair any  
11 contractual, administrative, or judicial remedies, otherwise available to the CONSULTANT or subconsultant in  
12 the event of a dispute involving late payment or nonpayment by the CONSULTANT, deficient subconsultant  
13 performance, or noncompliance by a subconsultant. This provision applies to both DBE and non-DBE prime  
14 consultant and subconsultants.

15 **ARTICLE XXXIII NOTIFICATION**

16 All notices hereunder and communications regarding interpretation of the terms of this contract and changes  
17 thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage  
18 prepaid, and addressed to the CONSULTANT's Project Manager and COUNTY's Contract Administrator at the  
19 respective addresses provided in Article I.B.

20 **ARTICLE XXXIV CONTRACT**

- 21 A. The two parties to this contract, who are the before named CONSULTANT and the before named COUNTY,  
22 hereby agree that this contract constitutes the entire agreement which is made and concluded in duplicate  
23 between the two parties. Both of these parties for and in consideration of the payments to be made,  
24 conditions mentioned, and work to be performed; each agree to diligently perform in accordance with the  
25 terms and conditions of this contract as evidenced by the signatures below.
- 26 B. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original  
27 and all of which together shall constitute but one and the same instrument. It shall not be necessary that  
28 any single counterpart hereof be executed by all parties hereto so long as at least one counterpart is  
29 executed by each party. Each party to this Agreement agrees to the use of electronic signatures, such as



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digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ((“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

SIGNATURES ON NEXT PAGE.

ARTICLE XXXV APPROVALS

COUNTY Approvals

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

Mark Lancaster Dated: 9-14-21

MARK LANCASTER  
Director of Transportation

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, County Counsel

Danielle Maland Dated: 9/23/21

By DANIELLE MALAND, Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

Karen S. Spiegel Dated: 10-05-2021

KAREN SPIEGEL  
Chair, Riverside County Board of Supervisors

ATTEST:

Kecia R. Harper Dated: 10-05-2021

KECIA R. HARPER  
Clerk of the Board (SEAL)

CONSULTANT Approvals

NCM ENGINEERING CORP

Mohan S. Char Dated: 09/09/21

MOHAN S. CHAR  
Chief Executive Officer

NCM ENGINEERING CORP

Stephen J. Mislinski Dated: 9/10/2021

STEPHEN J. MISLINSKI  
President

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**ARTICLE A-I • INTRODUCTION**

**A. PROJECT DESCRIPTION**

The PROJECT proposes to restripe and construct roadway widening improvements along Temescal Canyon Road from 270 feet south of Cajalco Road to El Cerrito Road and along Ontario Avenue from El Cerrito Road to 300 feet northwest of Envoy Avenue, in the El Cerrito area at the southeast corner of Corona.

Improvements are needed on Temescal Canyon Road and Ontario Avenue in order to provide the needed capacity to meet the regional transportation needs. In order for the roadway to functionally meet the COUNTY Major Highway standard of a five-lane configuration with 2 SB-lanes, 2 NB-lanes, a two-way turn lane, and 2 bike lanes, the PROJECT proposes to widen the existing 2-lane portions of the roadway to four lanes to match up with the four lanes to the south. Improvements will include pavement reconstruction and widening, intersection reconfigurations, onsite improvement modifications, tree removals (including oak trees), grading, slopes, retaining walls (with optional decorative treatments), drainage facilities, fence/wall/gate relocations/replacements, traffic signal modifications, pavement markings, signage, street light installation, utility preservation and relocations, and possible intersection landscape/hardscape. Work on adjacent properties will include driveway modifications, grading transitions, and fence and gate adjustments.

The scope of services covers Preliminary Engineering, Environmental Documentation, Final Engineering, Right of Way (ROW) Services, Bid and Construction Support, and OPTIONAL: Public Relations and Graphic Design phases.

**B. LOCATION**

The PROJECT is located along Temescal Canyon Road from 270 feet south of Cajalco Road to El Cerrito Road and along Ontario Avenue from El Cerrito Road to 300 feet northwest of Envoy Avenue, in the El Cerrito area at the southeast corner of Corona. The overall length of the PROJECT is about 6,500 feet.





15 **C. COORDINATION**

16 The CONSULTANT shall coordinate with other involved agencies for compatible design and phasing of  
17 construction with existing conditions. Coordination may include, but will not necessarily be limited to the  
18 following:

- 19 • COUNTY Transportation
- 20 • COUNTY Utilities
- 21 • COUNTY Survey
- 22 • COUNTY Environmental
- 23 • COUNTY Real Property Department
- 24 • Riverside County Flood Control & Water Conservation District (RCFC&WCD)
- 25 • City of Corona
- 26 • Utility Companies
- 27 • Property Owners
- 28 • Caltrans
- 29 • Environmental Resource Agencies

1 All meetings with property owners or other outside agencies will only be scheduled with approval of the  
2 COUNTY.

3 **D. PHASES**

4 The services performed by the CONSULTANT will be accomplished in six phases:

5 Phase I - Preliminary Engineering, including:

6 OPTIONAL: Potholing Contractor

7 Phase II – Environmental Documentation

8 Phase III - Final Engineering

9 Phase IV – Right- Of-Way Services, including:

10 Right-of-Way Engineering

11 OPTIONAL: Preparation of Legals and Plats

12 Real Property Services for Right of Way Acquisition

13 Phase V – Bid and Construction Support

14 Phase VI – OPTIONAL: Public Relations and Graphic Design

15 Phase I and Phase II will begin immediately upon receipt of the COUNTY’s written notice to proceed (NTP).  
16

17 **E. STANDARDS**

18 The preliminary engineering, environmental documents, final plans, specifications, and estimates shall be  
19 prepared in accordance with the COUNTY’s regulations, policies, procedures, manuals and standards and  
20 California Department of Transportation (Caltrans) latest standards, where applicable. All documents shall be  
21 prepared using Imperial standards and dimensions.  
22

23 **1. Environmental Documentation**

24 The environmental document will be a combined California Environmental Quality Act (CEQA)/National  
25 Environmental Policy Act (NEPA) document.  
26

27 For the CEQA document, the State of California requirements for environmental analysis and impact  
28 assessment procedures will be followed with the content of the environmental surveys, environmental  
29 technical reports, and environmental documents as set forth in the California Environmental Quality Act and

1 other applicable State of California and COUNTY regulations and guidelines.

2  
3 For the NEPA document, the procedures to be followed and the content of the environmental surveys,  
4 environmental technical reports, and environmental documents are set forth in the Caltrans *Project*  
5 *Development Procedures Manual*, the Caltrans Standard Environmental Reference (SER) website, the  
6 Caltrans *Local Assistance Procedures Manual*, local, State of California *CEQA Guidelines*, and the Federal  
7 Highway Administration (FHWA) Technical Advisory 6640.81 *Guidance on Preparing and Processing*  
8 *Environmental and Section 4(f) Documents*. The formats to be used for the technical studies will follow  
9 the guidance available on the Caltrans SER website as of the date that those studies are initiated.

10  
11 **2. Engineering Plans, Specifications, and Estimates**

12 Plans, specifications, and estimates shall be prepared in accordance with the current COUNTY Road  
13 Improvement Standards and COUNTY Policies and Guidelines for Submittal of Plans, Specifications, and  
14 Estimates.

15 Roadway plans shall be prepared electronically with MicroStation software. Special Provisions shall be  
16 prepared using Microsoft Word conforming to the COUNTY format and content compliant with Caltrans  
17 2018 Standards Specifications and Standard Special Provisions.

18  
19 **F. KEY PERSONNEL**

20 The CONSULTANT has represented to the COUNTY that certain key personnel will perform the services and  
21 if one or more of such personnel should become unavailable, the CONSULTANT may substitute other  
22 personnel of at least equal competence only after prior written approval by the COUNTY PROJECT MANAGER  
23 has been secured. The key personnel for performance of this PROJECT are:

24		
25	Mohan Char, PhD, PE	NCM Principal-In-Charge (CONTRACT)
26	Mike Crull, PE	NCM Project Manager (ENGINEER)
27	Ed Ng, PE	NCM Technical Advisor (QA/QC)
28	Brian Calvert	Environmental Lead (the ENVIRONMENTAL CONSULTANT)
29	S. Niranjana, PE, GE	Geotechnical Lead (GEOTECHNICAL CONSULTANT)

*Temescal Canyon Road Widening Project - El Cerrito Segment*

1	Sandipan Bhattacharjee, PE, TE	Traffic Studies Lead (TRAFFIC STUDIES
2	AICP, ENV SP	CONSULTANT)
3	Brian Ray, PE	Roundabout Lead (ROUNDAOBOUT CONSULTANT)
4	Robert McMahon	NCM Landscape Lead (LANDSCAPE ARCHITECT)
5	Arief Naftali, PE, TE, EE	Traffic Design Lead (TRAFFIC DESIGN CONSULTANT)
6	Michael Mulgrew, PE,	Drainage Lead (DRAINAGE CONSULTANT)
7	QSD/P, ENV SP	
8	William Estepa, PLS	Survey Lead (SURVEY CONSULTANT)
9	Keith Hansen, PE, QSD, ENV SP	Utilities Lead (UTILITIES CONSULTANT)
10	Victoria Cook	Right-of-Way Lead (ROW CONSULTANT)
11	Chester Britt	Public Outreach Lead (OUTREACH CONSULTANT)
12		



**ARTICLE A-II • PROJECT ADMINISTRATION**

**A. PROJECT MANAGEMENT**

The proposed work in this scope is Preliminary Engineering, Environmental Documentation, Final Engineering, Right-of-Way Services (including Real Property Services for Right-of-Way Acquisition), and Bid and Construction Support. In addition, the work encompasses the following optional services:

- Potholing Contractor
- Roundabout Preliminary Design
- Percolation Testing
- Hazardous Waste Site Investigation
- Landscape Concepts for Roundabouts
- Initial Public Information Meeting
- Water Quality Assessment Report
- Draft and Final Environmental Document – CEQA IS/MND – NEPA EA/FONSI
- Traffic Signal Design for Temescal Canyon Road / Jolora Avenue / Grant Street
- Traffic Design – Roundabouts
- Landscape Design – Roundabouts
- Preparation of Legals and Plats
- Relocation Plan Preparation Services
- Relocation Assistance Program Implementation Services
- Tribal Monitoring During Construction
- Public Relations and Graphic Design

The CONSULTANT will maintain constant and continuous liaison with the COUNTY PROJECT MANAGER and other affected stakeholders to promote effective coordination during PROJECT development.

CONSULTANT will hold a kickoff meeting with the COUNTY to confirm the PROJECT scope, establish the lines of communications, and establish a schedule for PROJECT coordination meetings and technical reviews. The kickoff meeting will address the startup activities to initiate both Preliminary Engineering and the Environmental Documentation tasks. Final Engineering, Right-of-Way Services, and Bid and Construction Support will only

1 be initiated by the CONSULTANT upon receipt of a NTP issued by the COUNTY PROJECT MANAGER. Items  
2 of work identified as "OPTIONAL" will only be initiated by the CONSULTANT upon receipt of a written NTP by  
3 the COUNTY PROJECT MANAGER. Project Development Team (PDT) meetings, either monthly or biweekly  
4 (including physical meetings and/or teleconferences), will be held to review progress of the PROJECT and  
5 discussion and resolution of any issues and concerns.

6  
7 Additional coordination meetings with the COUNTY PROJECT MANAGER, the ENVIRONMENTAL  
8 CONSULTANT, and other representatives from affected agencies will be held on an as-needed basis as  
9 determined by the CONSULTANT or the COUNTY PROJECT MANAGER. The CONSULTANT shall prepare  
10 meeting agenda and minutes for each meeting and have these available for review within five working days  
11 following the meeting.

12  
13 **B. BUDGETING**

14 The CONSULTANT will prepare budgets for each task and milestone for the PROJECT and use them as a  
15 basis for cost monitoring and control.

16  
17 **C. COST ACCOUNTING**

18 The CONSULTANT will prepare monthly reports of expenditures for the PROJECT by task and milestone.  
19 Expenditures include direct labor costs, overhead costs, other direct costs, and subconsultant costs. These  
20 reports will be included as supporting data for invoices presented to the COUNTY every month. Invoices will be  
21 prepared to COUNTY format standards and submitted electronically to the COUNTY PROJECT MANAGER for  
22 processing.

23  
24 **D. SCHEDULING**

25 Within two weeks from the COUNTY's NTP for the Preliminary Engineering and Environmental Documentation  
26 Phases, the CONSULTANT will provide a detailed PROJECT schedule for the PROJECT comprised of  
27 milestones, major activities and the CONSULTANT's deliverables, to the COUNTY for review and comments.  
28 This schedule will reflect assumed review times necessary by all the stakeholders and agencies involved.  
29 Review of the schedule will occur on a regular basis, and adjustments will be made, if necessary, due to

1 changes in circumstances. The CONSULTANT will provide updates to the schedule monthly against the base  
2 schedule or as otherwise directed by the COUNTY PROJECT MANAGER.

3

4 **E. PROGRESS REPORTING**

5 Progress reports will be prepared in accordance with COUNTY guidelines. Reports will be required monthly  
6 and will be accompanied by an invoice. The CONSULTANT will perform Earned Value Analysis to assess  
7 physical percent complete and compare it to the financial percent complete.

8

**ARTICLE A-III • SERVICES TO BE PROVIDED**

**I. PHASE I – PRELIMINARY ENGINEERING**

**A. RESEARCH AND DATA GATHERING**

Existing topographic mapping, photos, maintenance reports, ROW maps, "as-built" plans, record maps and surveys, study reports, assessor maps, contract documents, and any other pertinent data will be obtained and reviewed by the CONSULTANT. Field reviews will be conducted by the CONSULTANT during the development of the PROJECT to visualize field conditions, determine conceptual improvement alternatives, and to confirm the accuracy of any existing drawings and as-builts.

**B. INITIAL UTILITY COORDINATION**

The intent of the COUNTY is that the services of the CONSULTANT and the UTILITIES CONSULTANT shall be complete and "turn-key" with respects to all utility coordination matters, including complete coordination for the protection and relocation of existing facilities as described herein, as well as coordination, preparation of applications, and other matters pertaining to the relocation and installation of water and electric services, except for those procedures that must be performed by the COUNTY.

The UTILITIES CONSULTANT shall coordinate with utility owners, the CONSULTANT, and the COUNTY staff with respect to all utility related matters. The UTILITIES CONSULTANT shall provide copies of all correspondence with utility companies and other utility related information to the CONSULTANT and the COUNTY. Correspondence, as described herein, shall be prepared by the UTILITIES CONSULTANT for either the CONSULTANT's or the COUNTY's signature, as appropriate, and as directed by the COUNTY's PROJECT MANAGER. The COUNTY forms shall generally be utilized by the UTILITIES CONSULTANT.

Initial utility record data was received from the COUNTY in 2015. This data includes utility owner responses to the COUNTY in regard to initial Verification Letter to Owner (Letter No. 1), existing utility record maps and plans, and CADD files. An initial review of this data has revealed the following utility owners who have existing utility facilities within the PROJECT area:

- AT&T California
- Charter Communications (Spectrum)



- 1 • Frontier Communications
- 2 • CenturyLink (formerly Level 3 Communications)
- 3 • Southern California Gas (SCG)
- 4 • Southern California Edison (SCE)
- 5 • Sunesys (acquired by Crown Castle International Corp)
- 6 • Targasco (oil and gas)
- 7 • City of Corona (waterlines)
- 8 • Temescal Valley Water District
- 9 • Elsinore Valley Municipal Water District
- 10 • Santa Ana Watershed Protection Authority
- 11 • Metropolitan Water District of Southern California

12  
13 The UTILITIES CONSULTANT will complete the following initial utility coordination tasks for the Preliminary  
14 Engineering Phase of the PROJECT.

15  
16 **1. Prepare New Utility Letter No. 1**

17 The UTILITY CONSULTANT shall prepare a new Utility Verification Letter to Owner, "Letter No. 1", and  
18 shall coordinate with COUNTY staff in sending letter to utility owners. Letter No. 1 shall include mapping  
19 that clearly defines the PROJECT limits as part of the requests for utility information and preliminary design  
20 plans. Letter No. 1 shall request utility index maps, record plans if available, and any other documentation  
21 showing location of facilities within the PROJECT area. The UTILITY CONSULTANT will follow up with  
22 utility owners in the event that owners do not respond in a timely manner (15 days). Review, inventory, and  
23 summarize existing utility record data received to date. Assemble electronic files and an indexed hardcopy  
24 notebook including correspondence and record maps highlighted to indicate the existing utility facilities  
25 within the PROJECT limits.

26  
27 **2. Create a Utility Conflict Log**

28 Develop a utility conflict matrix to summarize and track correspondence with the utility owners. The utility  
29 matrix will include the following:

- 1 • Utility owner name, address, phone number, and e-mail address
- 2 • Utility type / description
- 3 • Date for distribution of Utility Letter No. 1
- 4 • Date for Response to Utility Letter No. 1
- 5 • Indicate if existing utility facilities are within the PROJECT limits with Y/N (Yes/No)
- 6 • Indicate if existing utility conflicts have been determined with Y/N/UNK (Yes/No/Unknown)
- 7 • Other relevant notes

8

9 **3. Complete a Utility Review Field Visit**

10 Complete a field visit to review the PROJECT site and existing utility surface features to help verify existing  
11 utility locations to the extent feasible. Document existing utility facilities with photographs and field notes.  
12 Update existing utility record data and CADD files.

13

14 **4. Summarize Existing Utility Data and Log**

15 Given responses to new Utility Letter No. 1, field survey data of existing utility surface features, and utility  
16 review field visit, the UTILITY CONSULTANT shall review, inventory, and summarize new utility data.  
17 Assemble electronic files and an indexed hardcopy notebook including correspondence and record maps  
18 highlighted to indicate the existing utility facilities within the PROJECT limits. Update utility conflict matrix  
19 with any new correspondence, utility facility information, and utility conflict information.

20

21 **5. Utility Coordination with SCE and 3<sup>rd</sup> Party Telecommunications Firms**

22 Arrange for and complete a utility field walk with SCE and 3<sup>rd</sup> Party telecommunications companies who  
23 have overhead lines on SCE poles, including:

- 24 • AT&T California
- 25 • Charter Communications (Spectrum)
- 26 • Frontier Communications
- 27 • CenturyLink (Formerly Level 3 Communications)
- 28 • Sunesys (Acquired by Crown Castle International Corp)

29 Review existing overhead telecommunication lines and confirm the number of lines, orientation, and

1 ownership of all overhead lines. Identify any electrical or telecommunication down drops into pull boxes or  
2 other below grade facilities. Identify and record any utility identification numbers.

3  
4 **6. Update Existing Utility CADD Files**

5 Given responses to new Utility Letter No. 1, field survey data of existing utility surface features, utility review  
6 field visit, and results of utility coordination with SCE and 3<sup>rd</sup> party telecommunication owners, update  
7 existing utility CADD files.

8  
9 If the CONSULTANT or the UTILITIES CONSULTANT determines that additional field survey work is  
10 required to identify precise locations of existing utilities, then the CONSULTANT or the UTILITIES  
11 CONSULTANT shall prepare a survey request and provide it to the COUNTY PROJECT MANAGER for  
12 work to be performed by the COUNTY survey staff.

13  
14 **7. Assemble Utility Maps for Three Preliminary Alternatives**

15 Given three preliminary alternatives assembled by the CONSULTANT, the UTILITIES CONSULTANT will  
16 compile utility maps for each alternative consisting of four sheets of 24" x 48" plans with the same format  
17 and match lines as the preliminary alternatives.

18  
19 **8. Update Utility Maps for the Build Alternative and Identify Potential Utility Conflicts**

20 Once the Build Alternative is selected and any updates by the CONSULTANT to finalize the preliminary  
21 design of the Build Alternative are completed, update the utility maps and identify potential utility conflicts  
22 and coordinate with the CONSULTANT. Please note that no roadway design modifications to reduce or  
23 avoid potential utility conflicts will be completed at this stage. These potential roadway modifications will be  
24 evaluated during Phase III – Final Engineering, upon receipt of utility pothole data.

25  
26 **9. Prepare Utility Pothole Exhibits**

27 Identify and coordinate with the CONSULTANT and the COUNTY pothole locations needed to verify utility  
28 locations for further evaluations of utility conflicts. Prepare utility pothole exhibits, consisting of six – 1" = 40'  
29 scale, double stacked, 22" x 17" (full sized) plan sheets and one additional sheet for any pothole details,

1 for a total of seven sheets. Utility Pothole Exhibits will show existing utilities in color, approximate pothole  
2 locations, pothole notes, and utility legend. Please note that due to the large number and close spacing of  
3 utilities within Temescal Canyon Road and the likely presence of unknown utilities, a utility trench at some  
4 locations may be recommended to fully expose existing known and unknown utilities. This would provide  
5 an opportunity to verify each utility's exact location, depth, dimensions, material type, etc.  
6

7 **10. OPTIONAL: Potholing Contractor**

8 If authorized by the COUNTY, the CONSULTANT shall coordinate with the COUNTY to engage the  
9 services and contract with a potholing contractor. Specific tasks will include:

- 10
- 11 • Prepare a potholing bid package including pothole exhibits and requirements for working hours, traffic  
12 control, schedule, agency permits, and insurance requirements.
  - 13 • Solicit bids from at least three potholing contractors.
  - 14 • Review bids and coordinate with the COUNTY to select the potholing contractor.
  - 15 • Coordinate with the COUNTY and potholing contractor for field surveying.

16 The contract between the CONSULTANT and the potholing contractor shall require that the Contractor's  
17 insurance policies name the CONSULTANT, the County of Riverside, and any other affected jurisdictions  
18 as additionally insured with respect to the contractor's general liability, excess liability and automobile  
19 liability policies. The contractor shall meet the insurance requirements, as set forth elsewhere in this  
20 agreement, except that the contractor will not be required to provide professional liability coverage. Review  
21 and approval of the Contractor's insurance certificate and endorsements by the COUNTY shall be obtained  
22 prior to the start of potholing work.

23

24 The COUNTY will provide field surveying with field notes and MicroStation CADD files of potholing utility  
25 locations (i.e., station, offset, and elevation) to the CONSULTANT.

26

27 The CONSULTANT's staff member(s) will make a field visit to witness potholing work. Up to 60 potholes  
28 are anticipated and included in this task.  
29



1 **11. Continuing Utility Coordination Efforts**

2 Please note continuing utility coordination efforts are included in Final Utility Coordination in  
3 Phase III – Final Engineering.  
4

5 **C. COORDINATION WITH COUNTY SURVEY**

6 Digital topographic mapping and a digital terrain model (DTM) of the existing ground surface for the PROJECT  
7 area has been received from the COUNTY. The digital topographic mapping received from the COUNTY is  
8 based upon aerial topography compiled in September and December 2015. The CONSULTANT will coordinate  
9 with COUNTY Survey to determine if new topographic mapping is needed for upcoming final design efforts and  
10 to supplement the previously furnished data. If new topographic mapping is needed, the CONSULTANT will  
11 coordinate with the COUNTY to determine the new mapping limits.  
12

13 COUNTY Survey will provide the centerline alignment for Temescal Canyon Road in the PROJECT vicinity.  
14 The CONSULTANT will coordinate with COUNTY Survey for any adjustments that could be required to correct  
15 non-tangencies in the provided centerline alignment.  
16

17 The CONSULTANT to coordinate with COUNTY Survey to request additional supplemental field surveys that  
18 would be needed for upcoming final design efforts. Additional supplemental field surveying to include, but not  
19 be limited to the following:

- 20 • Locations for existing power poles (i.e., the edge of the power pole facing the roadway), diameter, power  
21 pole number, and anchors.
- 22 • Locations for existing surface and above ground utility features.
- 23 • Locations for existing trees, including the type of tree and diameter.
- 24 • Locations for existing pavement edges and pavement surface elevations including curbs, gutters,  
25 sidewalks, walkways, etc.
- 26 • Locations for existing roadway signs.
- 27 • Locations for existing drainage features such as catch basins and culverts, including invert elevations, size,  
28 and material.
- 29 • Locations for existing private property improvements within the expected roadway widening and driveway

1 tie-in limits including driveways, parking areas, fences, walls, gates, curbs, building limits, building doors,  
2 signs, trees, etc.

3  
4 Please note that additional field survey data completed by the COUNTY will be incorporated into the existing  
5 DTM by the COUNTY surveyors. The CONSULTANT will review the updated existing ground DTM for use in  
6 completing the roadway design.

7  
8 The CONSULTANT will use the COUNTY's survey data under the assumption that the survey data is correct.  
9 Should there be errors in the survey data that require recalculation of alignment data and revision of the plans,  
10 additional costs of such efforts shall be considered as out-of-scope and shall be reimbursed as a contract  
11 change order.

#### 12 13 **D. TRAFFIC STUDY**

14 The following provides the specific scope of services for the traffic analyses and traffic study. A Traffic  
15 Methodology Memorandum will be prepared for approval by the COUNTY at the outset of the PROJECT.

##### 16 17 **1. Study Area**

18 Once the Temescal Canyon Road is widened, it is anticipated that some redistribution of traffic in the area  
19 will occur. Therefore, to identify the study area for this PROJECT, an evaluation of the traffic redistribution  
20 was completed. Two model runs using the Year 2040 Riverside Transportation Analysis Model (RIVTAM)  
21 were completed; one using the existing base year (2012) (No-Build) conditions and the second using the  
22 Year 2040 network, which includes the widening of Temescal Canyon Road (Build conditions). The  
23 differences in traffic volumes under the two model runs were compared and an initial list of study  
24 intersections was developed. This initial list was discussed with the COUNTY and a final list of study  
25 intersections was agreed upon as follows:

- 26 • Ontario Avenue / Compton Avenue
- 27 • Ontario Avenue / I-15 SB Ramps
- 28 • Ontario Avenue / I-15 NB Ramps
- 29 • Ontario Avenue / State Street

## *Temescal Canyon Road Widening Project - El Cerrito Segment*

- 1 • Ontario Avenue / Rudell Road
- 2 • Foothill Parkway / I-15 SB Ramps
- 3 • El Cerrito Road / I-15 NB Ramps
- 4 • Temescal Canyon Road / El Cerrito Road
- 5 • Temescal Canyon Road / Minnesota Road
- 6 • Temescal Canyon Road / Grant Street
- 7 • Temescal Canyon Road / Jolora Avenue
- 8 • Temescal Canyon Road / Tom Barnes Street
- 9 • Temescal Canyon Road / Cajalco Road
- 10 • Cajalco Road / Bedford Canyon Road
- 11 • Cajalco Road / I-15 SB Ramps
- 12 • Cajalco Road / I-15 NB Ramps
- 13 • Cajalco Road / Grand Oaks

14  
15 The study area includes the following street segments:

- 16 • Ontario Avenue between I-15 NB Ramps and State Street
- 17 • Ontario Avenue between State Street and El Cerrito Road
- 18 • El Cerrito Road between I-15 NB Ramps and Temescal Canyon Road
- 19 • Temescal Canyon Road between El Cerrito Road and Jolora Avenue
- 20 • Temescal Canyon Road between Jolora Avenue and Tom Barnes Street
- 21 • Temescal Canyon Road between Tom Barnes Street and Cajalco Road
- 22 • Cajalco Road between I-15 NB Ramps and Grand Oaks
- 23 • Cajalco Road between Grand Oaks and Temescal Canyon Road

### 24 25 **2. Study Periods**

26 Traffic analysis will be conducted for the average daily traffic (ADT) and the weekday AM and PM peak  
27 hours.  
28

1 **3. Analysis Years**

2 Traffic forecasting and analysis will be conducted for existing year (2021), Opening Year (2025), and Design  
3 Year (2045) conditions. Please note that the Opening Year and Design Year timeframes will be confirmed  
4 upon completion of the project schedule.

5  
6 **4. Vehicle Miles Traveled Data and Traffic Volumes for Existing Year (2021) Conditions**

7 Vehicle miles traveled (VMT) data for existing year (2021) conditions will be obtained from the RIVTAM  
8 base year (2012) regional traffic model. The RIVTAM base year (i.e., Baseline) VMT data will be used in  
9 the PROJECT's VMT analysis (i.e., a comparison of the Baseline and the Baseline + Project conditions).  
10 Please note that VMT data for existing year (2021) conditions will be used in the environmental studies.

11  
12 Please note that the RIVTAM Baseline conditions (2012) are specific to the RIVTAM regional traffic model  
13 and do not reflect the environmental baseline conditions (2021).

14  
15 \*\* Please note that the PROJECT's VMT analysis is described above as a comparison of the Baseline and  
16 the Baseline + Project conditions in accordance with the County's *Transportation Analysis Guidelines*.  
17 These timeframes will be confirmed by the COUNTY's Traffic Engineer.

18  
19 Traffic volumes for existing year (2021) conditions will be based on peak-hour intersection traffic counts  
20 from the Latitude Business Park traffic study from October 2017 provided by the COUNTY. Traffic counts  
21 in the 2017 Latitude Business Park study include the following study area intersections:

- 22 • Ontario Avenue / I-15 SB Ramps
- 23 • Ontario Avenue / I-15 NB Ramps
- 24 • Ontario Avenue / State Street
- 25 • Foothill Parkway / I-15 SB Ramps
- 26 • El Cerrito Road / I-15 NB Ramps
- 27 • Temescal Canyon Road / El Cerrito Road
- 28 • Temescal Canyon Road / Minnesota Road
- 29 • Temescal Canyon Road / Tom Barnes Street



## *Temescal Canyon Road Widening Project - El Cerrito Segment*

- Temescal Canyon Road / Cajalco Road
- Cajalco Road / I-15 SB Ramps
- Cajalco Road / I-15 NB Ramps

Existing year (2021) traffic volumes for the above intersections will be obtained by applying a COUNTY approved traffic growth factor of 2% per year.

The following study area intersections were not included in the 2017 Latitude Business Park study:

- Ontario Avenue / Compton Avenue
- Ontario Avenue / Rudell Road
- Temescal Canyon Road / Grant Street
- Temescal Canyon Road / Jolora Avenue
- Cajalco Road / Bedford Canyon Road
- Cajalco Road / Grand Oaks

For the above six intersections, new intersection traffic counts will have to be obtained. It is understood that these new traffic counts will not represent typical traffic conditions due to COVID-19. To have the traffic counts reflect pre-COVID-19 conditions, an adjustment factor will be developed and applied to the traffic counts. To determine the adjustment factor, traffic counts will be obtained at two additional intersections included in the 2017 traffic study, at Temescal Canyon Road / El Cerrito Road and at Temescal Canyon Road / Cajalco Road, where updated 2021 existing traffic volumes have already been determined. Comparing the already determined year (2021) traffic volumes with the traffic counts at the two additional intersections will yield the adjustment factor. This factor will be applied to the new intersection traffic counts for above six intersections to correct them for COVID-19. Please note that new intersection traffic counts will be obtained for a total of eight locations.

Traffic counts for the above eight intersection locations, for all roadway approaches, and all turning movements will include:

- Passenger vehicle volumes and percentages.

- Truck volumes and percentages for two axle, three axle, and four+ axle trucks.
- Bicyclist volumes and percentages
- Pedestrian volumes and percentages.
- Peak-hour factors.

Along with traffic counts at intersection locations, 24-hour "hose" counts will be completed for each study area street segment. A total of seven 24-hour street segment counts will be completed.

Traffic counts for intersections and street segments will be completed for three weekdays in a row, not including Monday and Friday, and holidays. Traffic counts will NOT be completed if an active construction work zone is in effect that would affect traffic volumes at any of the traffic count locations. TRAFFIC STUDIES CONSULTANT will check with the COUNTY's Project Manager, the City of Corona, and Caltrans prior to completing traffic counts to confirm if any active construction work zones are scheduled to be in effect when traffic counts are to be completed. Please note that encroachment permits for intersection and street segment traffic counts are not anticipated and not included.

Passenger Car Equivalent (PCE) volumes at all intersections will be computed using PCE conversion factors of 1.5 for 2-axle trucks, 2.0 for 3-axle trucks, and 3.0 for trucks with four or more axles consistent with COUNTY Guidelines. Existing volumes will be balanced between adjacent intersections and roadway segments to provide continuity of traffic flows. Posted speeds and average speeds for all PROJECT street segments will be included.

#### **5. Traffic Volumes for Existing Year (2021) Plus PROJECT Conditions**

To account for rerouting of traffic due to the PROJECT improvements, a select link analysis will be conducted to identify how traffic will be redistributed. Traffic will be manually rerouted based on the select link analysis into turning movements at study intersections. These adjustments will be applied to existing counts to develop existing plus PROJECT traffic volumes and subsequently used to develop opening year volumes and to post process future year with PROJECT conditions.

1       **6. Refinements to the RIVTAM Regional Traffic Model**

2       Based upon our coordination with the COUNTY, the following steps and modifications will be made to the  
3       RIVTAM regional traffic model for both the base year (2012) and the future year (2040) models:

- 4       • Review and verify the network assumptions contained in RIVTAM.
- 5       • Review and include all projects in the Southern California Association of Government's (SCAG)  
6       "Modeling List" for the relevant analysis years in the vicinity of the PROJECT.
- 7       • Review and verify the social economic data contained in RIVTAM for the traffic analysis zones within  
8       the traffic study area.
- 9       • Review RIVTAM traffic analysis zones and refine (i.e., subdivide) these analysis zones as needed to  
10       better match the distinct land uses within the study limits and adjust centroid connectors as needed.  
11       Apply traffic to/from the refined traffic analysis zones to match the existing driveway and local roadway  
12       connections. Review traffic analysis zones within the traffic study area and along Temescal Canyon  
13       Road south of Cajalco Road.
- 14       • Run two traffic model scenarios for the base year (2012) and future year (2040) models – one with the  
15       existing conditions (i.e., Temescal Canyon Road as a two-lane roadway with existing intersection  
16       controls) and the second with PROJECT improvements (i.e., Temescal Canyon Road as a four-lane  
17       roadway with signalized and unsignalized intersection controls).

18  
19       **7. VMT Data and Traffic Volumes for Design Year (2045) No-Build and Build Conditions**

20       VMT Data for design year (2045) will be based upon RIVTAM regional traffic model future year (2040) VMT  
21       data extrapolated five years to 2045 using a uniform yearly growth rate based upon base year (2012) and  
22       future year (2040) model runs. Please note that VMT data for the design year (2045) will be used in the  
23       environmental studies.

24  
25       Traffic volumes for design year (2045) will be based upon a uniform yearly growth rate based upon RIVTAM  
26       regional traffic model base year (2012) and future year (2040) model runs applied to the adjusted and  
27       corrected existing conditions year (2021) traffic volumes. Traffic volumes for future design year (2045) No-  
28       Build conditions will be based on RIVTAM regional traffic model runs with Temescal Canyon Road as a  
29       two-lane roadway with existing intersection controls. Traffic volumes for future design year (2045) Build

1 conditions will be based on RIVTAM regional traffic model runs with Temescal Canyon Road as a four-lane  
2 roadway with signalized and unsignalized intersection controls. The post processing of traffic volumes will  
3 be based on the COUNTY approved methodologies, existing traffic counts, and NCHRP-765 procedures.  
4 Design Year (2045) traffic volumes will be balanced between adjacent intersections and roadway segments  
5 to provide continuity of traffic flows. Posted speeds and average speeds for all project street segments will  
6 be included.

7  
8 **8. VMT Data and Traffic Volumes for Opening Year (2025) No-Build and Build Conditions**

9 VMT data for opening year (2025) will be based upon an interpolation between RIVTAM base year (2012)  
10 VMT data and future year (2040) VMT data. Please note that VMT data for opening year (2025) will be  
11 used in the environmental studies and not in the PROJECT's VMT analysis.

12  
13 Traffic volumes for opening year (2025) No-Build conditions will be developed by interpolating between the  
14 existing year (2021) volumes and design year (2045) volumes. Traffic volumes for opening year (2025)  
15 Build conditions will be developed by interpolating between the existing plus PROJECT volumes and design  
16 year (2045) with PROJECT volumes. Opening Year (2025) volumes will be balanced between adjacent  
17 intersections and roadway segments to provide continuity of traffic flows. Posted speeds and average  
18 speeds for all project street segments will be included.

19  
20 **9. Traffic Volume Calculations for COUNTY Approval**

21 The TRAFFIC STUDIES CONSULTANT will document the calculations used to develop the existing year  
22 (2021), opening year (2025), and design year (2045) traffic volumes including existing 2017 traffic counts,  
23 new traffic counts, traffic count adjustments, RIVTAM regional traffic model refinements, input data, output  
24 results, and post processing adjustments. Assemble all calculations and back-up materials into a package  
25 for the COUNTY's review and approval. Obtain the COUNTY's consensus prior to completing any traffic  
26 analysis calculations.

27  
28 **10. Traffic Analysis for Existing Year (2021) Conditions**

29 Please note that in accordance with the County's *Transportation Analysis Guidelines*, no VMT analysis is



1 needed for existing year (2021) conditions, and this is not included for the CEQA traffic analysis for existing  
2 year (2021) conditions.

3  
4 The traffic analysis for existing year (2021) conditions for NEPA will be based upon AM and PM peak-hour  
5 levels of service (LOS) at all study intersections using the Highway Capacity Software or Synchro, following  
6 *Highway Capacity Manual (HCM) 6<sup>th</sup> Edition* methodologies. A Street segment LOS analysis will be  
7 conducted using the Modified HCM LOS Tables and applied to estimate segment LOS conditions per the  
8 Riverside County Congestion Management Program (CMP). The Modified HCM LOS Tables will be applied  
9 along the segments to determine the LOS for comparison with the Riverside County thresholds.

10  
11 In addition to the LOS analyses, a corridor traffic operations analysis (traffic simulation) using SimTraffic  
12 will be completed for the existing conditions. The limits of the analysis will be from the Ontario Avenue /  
13 NB I-15 Ramps intersection to the Temescal Canyon Road / Cajalco Road intersection.

14  
15 Please note that for the NEPA traffic analysis report, only the LOS analysis and corridor traffic operations  
16 analysis will be included.

17  
18 The TRAFFIC STUDIES CONSULTANT will provide speed/VMT data (in 5-MPH speed bins up to 70 mph  
19 and then 70+ mph in one bin) and statistics for air quality, noise, and climate change analysis to the  
20 environmental team.

21  
22 **11. Pedestrian, Bicycle, and Transit Analysis**

23 An analysis will be conducted to evaluate bicycle, pedestrian, and transit connections in the study area. At  
24 signalized intersections, signal timing will be reviewed to ascertain sufficient pedestrian crossing times,  
25 especially for intersections near schools.

26  
27 **12. Traffic Analysis for Opening Year (2025) No-Build and Build Conditions**

28 Please note that in accordance with the County's *Transportation Analysis Guidelines*, no VMT analysis is  
29 needed for opening year (2025) conditions, and this is not included for the CEQA traffic analysis for the

1 opening year (2025) conditions.  
2

3 The opening year (2025) traffic analysis for NEPA will be a level of service (LOS) analysis that will include  
4 the study intersections and street segments for both No-Build and Build conditions. At signalized  
5 intersections, signal timing will be reviewed to ascertain sufficient pedestrian crossing times, especially for  
6 intersections near schools. The LOS analysis will take into account bicycle, pedestrian, and transit  
7 connections in the area under No-Build and Build conditions. This will be conducted for future year  
8 conditions to identify linkages to future land uses.  
9

10 In addition to the LOS analyses, a corridor traffic operations analysis (traffic simulation) using SimTraffic  
11 will be completed for the opening year (2025) conditions. This analysis will include the following scenarios:

- 12 • No-Build
- 13 • The Ontario Segment (i.e., the widening and restriping of Ontario Avenue from State Street to Envoy  
14 Avenue) is completed while the Temescal Canyon Road Segment (i.e., the widening and restriping of  
15 Temescal Canyon Road from Envoy Avenue to Cajalco Road) is still existing.
- 16 • The Ontario Segment is still existing while the Temescal Canyon Road Segment is completed.
- 17 • The Temescal Canyon Road Segment completed with the Ontario Avenue Segment completed.  
18

19 Please note that for the NEPA traffic analysis report, only the LOS analysis and corridor traffic operations  
20 analysis will be included.  
21

22 The TRAFFIC STUDIES CONSULTANT will provide speed/VMT data (in 5-MPH speed bins up to 70 mph  
23 and then 70+ mph in one bin) and statistics for air quality, noise, and climate change analysis to the  
24 environmental team.  
25

### 26 **13. Traffic Analysis for Design Year (2045) No-Build and Build Conditions**

27 The design year (2045) traffic analysis for CEQA will be based upon a vehicle miles traveled (VMT) analysis.  
28 The Baseline (2012) VMT Data will be compared with the Baseline + PROJECT VMT data. The design  
29 year (2045) VMT analysis will be completed for the following two segments and design year scenarios:

### *Temescal Canyon Road Widening Project - El Cerrito Segment*

- The Ontario Avenue Segment is completed while the Temescal Canyon Road Segment is still existing.
- The Temescal Canyon Road Segment is completed with the Ontario Avenue Segment completed.

\*\* Please note that the VMT analysis is described above as a comparison of the Baseline and the Baseline + Project conditions in accordance with the County's *Transportation Analysis Guidelines*. These timeframes will be confirmed by the COUNTY's Traffic Engineer.

Please note that preliminary RIVTAM regional traffic model runs indicate that there is no VMT increase for the design year conditions; therefore, no VMT impact for the design year conditions is expected.

For the design year (2045) Build condition, an induced demand VMT analysis is also required. The following is a description of this analysis and its methodology. Some projects have the potential to result in a significant transportation impact because they are likely to induce vehicle travel. Induced travel or induced vehicle travel is the "additional vehicle travel that occurs when the cost [for travel] is lower," after travel constraints, such as congestion, are reduced. It is the increase in travel that occurs when auto travel is made more convenient by new roadway capacity. The extent that this occurs due to new roadway capacity versus other variables such as the economy (wage changes, gas prices, parking prices) and population growth varies across research, but in general, changes in travel times and costs affect demand and therefore VMT. For this reason, capacity-increasing projects generally need to be evaluated for their potential induced travel. The mechanisms by which induced travel occur include:

- Route changes (may increase or decrease overall VMT)
- Mode shift to automobile use (increases overall VMT)
- Longer trips (increases overall VMT)
- More trips (increases overall VMT)
- More disperse development (increases overall VMT)

The following methodology will be used to estimate induced demand for the PROJECT:

- Determine the total lane-miles over an area that fully captures travel behavior changes resulting from the PROJECT (generally the region, but for projects affecting interregional travel look at all affected

regions).

- Determine the percent change in total lane miles that will result from the PROJECT.
- Determine the total existing VMT over that same area.
- Multiply the percent increase in lane miles by the existing VMT, and then multiply that by the elasticity from the induced travel literature: [% increase in lane miles] x [existing VMT] x [elasticity] = [VMT resulting from the PROJECT]

If required, the Cervero elasticity factors are recommended for this analysis. Please note that for the CEQA traffic analysis report, only the above VMT analyses will be included.

The design year (2045) traffic analysis for NEPA will be a level of service (LOS) analysis that will include the study intersections and street segments for both No-Build and Build conditions. At signalized intersections, signal timing will be reviewed to ascertain sufficient pedestrian crossing times, especially for intersections near schools. The LOS analysis will take into account bicycle, pedestrian, and transit connections in the area under No-Build and Build conditions. This will be conducted for future year conditions to identify linkages to future land uses.

In addition to the VMT and LOS analyses, a corridor traffic operations analysis (traffic simulation) using SimTraffic will be completed for the design year (2045) conditions. This analysis will include the following scenarios:

- No-Build Alternative
- The El Cerrito Road/Minnesota Road/Temescal Canyon Road intersection in both offset and aligned configurations.
- For each of the three preliminary alternatives. Please note that signalized intersections, roundabouts, and another intersection configuration could be included in these alternatives.
- For the Build Alternative.

Please note that for the NEPA traffic analysis report, only the LOS analysis and corridor traffic operations analysis will be included.

The TRAFFIC STUDIES CONSULTANT will provide speed/VMT data (in 5-MPH speed bins up to 70 mph



1 and then 70+ mph in one bin) and statistics for air quality, noise, and climate change analysis to the  
2 environmental team.

3  
4 **14. Identification of PROJECT Traffic Impacts**

5 The TRAFFIC STUDIES CONSULTANT will determine PROJECT traffic impacts by identifying study  
6 locations (intersections and street segments at which the level of service under with PROJECT conditions  
7 does not meet Riverside County standards).

8  
9 **15. Construction Trips for the Environmental Analysis**

10 The TRAFFIC STUDIES CONSULTANT will work with the PROJECT team to identify construction trips due  
11 to material hauling, deliveries, and workers, etc. during construction.

12  
13 **16. Mitigation Measures**

14 The TRAFFIC STUDIES CONSULTANT will identify feasible mitigation measures to reduce traffic impacts  
15 associated with the PROJECT, if necessary. Mitigation measures may include modifications to traffic  
16 control, addition of through or turn lanes, or other methods to increase capacity or reduce demand. The  
17 effectiveness of the proposed mitigation measures will be evaluated by calculating the level-of-service for  
18 each impacted intersection or street segment with the implementation of the proposed mitigation measure.

19  
20 If VMT impacts are found, then feasible mitigation measures that could avoid or substantially reduce the  
21 VMT impacts will be identified.

22  
23 **17. Traffic Volume Calculations and Reports**

24 The TRAFFIC STUDIES CONSULTANT will assemble traffic volume calculations and submit these to the  
25 COUNTY for review and approval. Revisions to calculations will be made given any comments from the  
26 COUNTY.

27  
28 The TRAFFIC STUDIES CONSULTANT will document methodologies; results and conclusions of the traffic  
29 analysis including existing year (2021), opening year (2045), and design year (2045) conditions; PROJECT

1 traffic impacts; and mitigations if any. The following traffic analysis reports will be prepared:

- 2 • Ontario Avenue Segment – CEQA Traffic Analysis Report
- 3 • Ontario Avenue Segment – NEPA Traffic Analysis Report
- 4 • Temescal Canyon Road Segment – CEQA Traffic Analysis Report
- 5 • Temescal Canyon Road Segment – NEPA Traffic Analysis Report

6  
7 The TRAFFIC STUDIES CONSULTANT will submit Draft Traffic Analysis Reports to the COUNTY for  
8 review, revise Traffic Analysis reports given the COUNTY comments, and submit final Traffic Analysis  
9 Reports.

10 ***Deliverables:***

- 11 • Draft and Final Traffic Volume Calculations
- 12 • Draft and Final Ontario Avenue Segment – CEQA Traffic Analysis Report
- 13 • Draft and Final Ontario Avenue Segment – NEPA Traffic Analysis Report
- 14 • Draft and Final Temescal Canyon Road Segment – CEQA Traffic Analysis Report
- 15 • Draft and Final Temescal Canyon Road Segment – NEPA Traffic Analysis Report

16  
17 **E. ROUNDABOUT FEASIBILITY ASSESSMENT**

18 The ROUNDABOUT CONSULTANT will complete a feasibility assessment for roundabouts at one intersection  
19 location, Jolora Avenue / Grant Street / Temescal Canyon Road. Specific tasks for the roundabout feasibility  
20 assessment are described below.

21  
22 **1. Data Collection and Field Observation**

23 In coordination with the CONSULTANT, the ROUNDABOUT CONSULTANT will obtain the data listed  
24 below and conduct web-based field observations of the site conditions.

- 25 • Data to be acquired for the feasibility analysis:
  - 26 ○ Existing intersection control, lane configurations, traffic signal timing.
  - 27 ○ Roadway characteristics.
  - 28 ○ Design vehicles for through and turning movements.
  - 29 ○ Most recent, complete five years of crash data.

## Temescal Canyon Road Widening Project - El Cerrito Segment

- Existing condition year (2021) turning movement volumes for AM and PM peak hours including truck, bicyclist and pedestrian volumes and percentages, and peak hour factor data.
- Opening year (2025) turning movement volumes for AM and PM peak hours including truck, bicyclist and pedestrian percentages, and peak hour factor data. Please note that the truck, bicyclist and pedestrian percentages will be the same as the existing conditions.
- Design year (2045) turning movement volumes for AM and PM peak hours including truck, bicyclist and pedestrian percentages, and peak hour factor data. Please note that the truck, bicyclist and pedestrian percentages will be the same as the existing conditions.
- Digital scaled base mapping and aerial of the PROJECT corridor with ROW information and other major constraints such as drainage features, walls, bridges, and utilities.
- Please note that the intersection location will include realigning existing roadways. Turning movement volumes for each of the intersection locations will account for any existing roadway realignments.
- A virtual site visit using web-based aerials (such as Google Earth) will be conducted to observe existing conditions and potential constraints or limitations.

### 2. Traffic Operations Analysis and Review Crash Data

The ROUNDABOUT CONSULTANT will review crash data for the one intersection location to be aware of any reported previous incidents at this location.

The ROUNDABOUT CONSULTANT will conduct a traffic operations analysis for a roundabout at the one intersection location. The traffic operations analysis will include the following calculations:

- Opening year (2025) AM and PM peak hours where Temescal Canyon Road would be a two-lane roadway and a four-lane roadway. Please note that two time periods at one intersection location with two roadway configurations equals four calculations.
- Design year (2045) AM and PM peak hours where Temescal Canyon Road would be a two-lane roadway and a four-lane roadway. Please note that two time periods at one intersection location with two roadway configurations equals four calculations.

A total of eight calculations will be prepared. The calculations will be conducted consistent with the *HCM*, 6<sup>th</sup> Edition roundabout methodology. For each roadway approaching the roundabout the calculations will

1 determine the volume-to-capacity ratios, the 50<sup>th</sup> and 95<sup>th</sup> percentile queue lengths, delay, and level-of-  
2 service. This information will be used to determine a recommended lane configuration per approach for  
3 each roundabout for the design year (2045) traffic conditions.

4 The ROUNDABOUT CONSULTANT will describe the temporal traffic operations relationships and  
5 considerations for safety performance.

6 ***Deliverables:***

- 7 • Please note that a Summary Memorandum with traffic operations results and crash data review is not  
8 anticipated and not included.
- 9 • One (1) 1-hour long call with the CONSULTANT, the COUNTY, and the ROUNDABOUT  
10 CONSULTANT to discuss the findings of the crash data and operational analysis is anticipated and  
11 included.
- 12 • Operational analysis output worksheets in PDF format

13  
14 **3. Conceptual Intersection Layout (Horizontal Alignment)**

15 The ROUNDABOUT CONSULTANT will prepare a conceptual intersection layout at 1" = 20' scale for a  
16 roundabout at one intersection location for the design year (2045) traffic conditions. The layouts will be of  
17 sufficient detail to assess the conceptual roundabout footprint and impacts to support roundabout feasibility  
18 discussions.

19  
20 Roundabout layouts will be developed at an equal level of detail to support a comparative evaluation and  
21 will consider the principles of *NCHRP Report 672 Roundabouts: An Informational Guide, 2<sup>nd</sup> Edition*. The  
22 layouts will consider and integrate design features such as:

- 23 • Traffic operations evaluation results for lane numbers and arrangements.
- 24 • Roundabout size and location relative to ROW and geometric constraints.
- 25 • Alignment of approaches and departures to achieve target entry speeds.
- 26 • Number of approach and departure lanes and how the roundabout would integrate with the existing  
27 roadways.
- 28 • Pedestrian and bicycle facilities in the intersections and along the PROJECT roadway segment.
- 29 • Channelization and conceptual pavement marking.



- Design speed, STAA, and CA Legal design vehicle movements for priority movements defined by the CONSULTANT and the COUNTY, and sight line considerations.
- Local access / access control considerations.

A draft layout will be prepared and will be updated given any comments from the COUNTY.

***Deliverables:***

- A draft and final conceptual intersection layout for a roundabout at one intersection location and CADD files.
- Concept design review meeting.
- Design support documentation such as fastest paths and design vehicle turning paths for each roundabout concept.

**F. OPTIONAL: ROUNDABOUT PRELIMINARY DESIGN**

The ROUNDABOUT CONSULTANT will complete the roundabout preliminary design and preliminary roundabout street lighting layouts. These tasks are described below.

**1. Roundabout Preliminary Design**

If upon completion of the Conceptual Alignment and Geometry task, a roundabout is to be included at the one intersection location as one of the Three Preliminary Alternatives for Further Study, then the ROUNDABOUT CONSULTANT will complete a preliminary design for the roundabout. Starting with the preliminary horizontal and vertical alignment from the roundabout Conceptual Intersection Layout and any COUNTY comments, the ROUNDABOUT CONSULTANT will update the horizontal and vertical alignments. The roundabout preliminary designs will depict lane numbers and arrangements as dictated by the traffic analysis and sized to and include design features for each design user (motorized and non-motorized).

The intersection will be designed for the previously agreed upon design vehicles for through, turning, and U-turning movements from the feasibility evaluations. The intersection configuration will include features and elements for pedestrians, bicyclists, and transit vehicles and features. These configurations will be sensitive to input provided by the COUNTY.

1  
2 Please note that roadway modeling for preliminary grading will be completed by the CONSULTANT for  
3 completeness and consistency with the entire preliminary alternative.

4  
5 Performance checks consistent with NCHRP Report 672: Roundabouts: An Informational Guide, 2nd  
6 Edition methods will be updated. This includes considering design vehicles, fastest path evaluations, and  
7 intersection and stopping sight distance.

8  
9 If the Build Alternative includes a roundabout at the one intersection location, and once any updates to the  
10 Build Alternative and completed by the CONSULTANT, then the ROUNDABOUT CONSULTANT will  
11 update the preliminary design for the roundabout.

12 ***Deliverables:***

- 13
- 14 • Updated horizontal and vertical alignments in both PDF and MicroStation CADD formats
  - 15 • Design support documentation such as: fastest paths, truck turning paths, stopping and intersection  
16 sight distance checks,
  - 17 • Updated preliminary design for roundabouts(s) for the Build Alternative

18 **2. Preliminary Street Lighting Layouts**

19 If the Build Alternative includes a roundabout at the one intersection location, and once any updates to the  
20 Build Alternative and completed by the CONSULTANT, then the ROUNDABOUT CONSULTANT will  
21 develop a preliminary street lighting layout for the roundabout for use by the TRAFFIC DESIGN  
22 CONSULTANT. The ROUNDABOUT CONSULTANT will coordinate with the CONSULTANT to confirm  
23 the type of lighting fixtures and poles to be used at each intersection.

24 A street lighting photometric analysis will be completed to determine the streetlight pole layout, which will  
25 consider illumination of the intersection as well as pedestrian crossings. The lighting evaluation will be for  
26 the intersection proper and up to 250 feet from the intersection to conform to existing lighting or street  
27 lighting plans prepared by the TRAFFIC DESIGN CONSULTANT. The layout and results of the analysis  
28 will be confirmed with the CONSULTANT.

29 ***Deliverables:***

- Street lighting layout in CADD with supporting documentation of photometric analysis results

## **G. GEOTECHNICAL DESIGN REPORT**

Specific tasks for the Geotechnical Design Report are summarized below.

### **1. Kick-off Meeting, Data Review, Encroachment Permit**

The GEOTECHNICAL CONSULTANT will attend the PROJECT kick-off meeting with the design team and the COUNTY. Review PROJECT and underground utility information and geotechnical data from sources such as Caltrans GeoDOG webpage, CGS, and USGS for the PROJECT site.

Upon completion of the Conceptual Roadway and Intersection Layouts, a Geotechnical Exploration Location Exhibit will be prepared. The exhibit will show new pavement widenings; roadway realignments, such as the realignment of Minnesota Road over the El Cerrito Channel and other minor roadway connections to Temescal Canyon Road; retaining walls; infiltration swales / basins, if any; locations for hazardous waste investigations (including aerially deposited lead), if needed; and geotechnical boring locations.

The GEOTECHNICAL CONSULTANT will prepare and obtain a no-fee encroachment permit from the COUNTY. Traffic control plans by the CONSULTANT will be required for this permit.

### **2. Mark borings, Underground Service Alert (USA) Notification**

Once the encroachment permit is obtained, the GEOTECHNICAL CONSULTANT will mark geotechnical boring locations, including optional infiltration locations (if approved), in the field and contact Underground Service Alert (Dig Alert). In addition, according to current Dig Alert procedures and state law, the GEOTECHNICAL CONSULTANT will follow up with Dig Alert identified utility owners to confirm that proposed drilling locations are not expected to conflict with each utility owner's facilities. Phone calls and field meetings with utility owners are expected and included.

### **3. Subsurface Exploration**

The following geotechnical borings are included:

- Five borings using hollow-stem auger boring technique, each approximately 5 feet below ground surface (bgs) for the pavement section recommendations.
- Two borings to 30 to 35 feet bgs or refusal for proposed retaining walls, whichever is greater. The proposed retaining wall borings ideally would be performed at the crest of the existing slope, but access to the top of the proposed retaining walls may be limited due to ROW issues.

Traffic control will be needed to perform the geotechnical borings. Because Temescal Canyon is a two-lane road, a traffic control flagger will be needed.

In conclusion, a total of 7 borings are proposed for the pavement sections and retaining walls.

#### **4. OPTIONAL: Percolation Testing**

This is an optional task to perform six percolation tests to determine infiltration rates based on Riverside County – Low Impact Development BMP Design Handbook approved Field Permeability Test (Well Permeameter Method USBR 7300-89). Backfill borings with cuttings. Patch paved surfaces with cold-patch asphalt as needed. This task if chosen, will be performed with a separate site mobilization.

#### **5. Laboratory Testing**

The following laboratory tests will be performed for the soil samples obtained for the pavement/retaining wall recommendations:

- 15 moisture content/dry density
- 24 index tests (particle size analysis - #200 sieve, or Atterberg limits)
- 3 sand equivalent tests
- 4 shear strength
- 1 consolidation
- 2 compaction
- 2 expansion index
- 6 corrosion
- 4 R-value tests



1 The following laboratory tests will be performed for the soil samples obtained for the optional percolation  
2 testing recommendations:

- 3 • 12 index tests (particle size analysis - #200 sieve, or Atterberg limits)

## 4 5 **6. Engineering Analysis and Reporting**

6 Provide a draft Geotechnical Design Report with conclusions and recommendations regarding seismic  
7 hazards, earthwork/grading, shallow foundation bearing capacity and settlement, lateral earth pressures,  
8 retaining wall foundation recommendations, slope stability, corrosion potential, pavement  
9 recommendations, and in situ infiltration rates (OPTIONAL). Traffic index for use in pavement design will  
10 be provided by the COUNTY.

11  
12 Submit the draft Geotechnical Design Report to the COUNTY, respond to one set of review comments and  
13 provide final Geotechnical Design Report.

## 14 15 **7. Assumptions**

- 16 • A no-fee permit will be issued by the COUNTY for geotechnical explorations in the COUNTY ROW.
- 17 • The California *Joint Utility Traffic Control Manual* will be used for traffic control. Location-specific traffic  
18 control plans field exploration of borings will be provided by the CONSULTANT.
- 19 • Site is accessible to truck-mounted field equipment during non-overtime hours.
- 20 • Work will be performed during the non-peak hours between 9 AM and 4 PM.
- 21 • Boring and coring locations will be backfilled with soil cuttings.
- 22 • Paved surfaces will be patched as required by the encroachment permit requirements.
- 23 • One bound original, five bound copies, and an electronic copy of the final report will be provided.
- 24 • The GEOTECHNICAL CONSULTANT will attend meetings with the COUNTY and/or the  
25 CONSULTANT, if requested by the CONSULTANT.

### 26 ***Deliverables:***

- 27 • Draft and Final Geotechnical Design Report

1 **H. INITIAL SITE ASSESSMENT**

2 The GEOTECHNICAL CONSULTANT will complete an Initial Site Assessment (ISA) checklist and perform a  
3 Phase I ISA to evaluate the potential for site contamination that may impact the construction of the PROJECT.

4  
5 1. The ISA checklist will be prepared based on Preparation Guidelines for ISA Checklist for Hazardous Waste  
6 in accordance with the Caltrans *Project Development Procedures Manual*.

7 2. The ISA will be performed in general accordance with ASTM Designation E1527-13, Standard Practice for  
8 ISAs and will consist of the following:

- 9 • Conducting a review of available existing local, state, and federally maintained databases of hazardous  
10 materials sites and underground storage tank records.
- 11 • Reviewing available historical aerial photographs and Sanborn Fire Insurance Maps (may be  
12 substituted or augmented with historical topographic maps) to help identify prior land uses.
- 13 • Performing a site reconnaissance to help assess current conditions.
- 14 • Identifying sites of recognized environmental conditions (RECs).
- 15 • Identifying the likely presence of aerially deposited lead.
- 16 • Preparing an ISA report summarizing findings of Phase I ISA.
- 17 • Responding to one set of agency comments and incorporating them into final report after comment  
18 resolution.

19 ***Deliverables:***

- 20 • ISA checklist
- 21 • Draft and Final ISA Report

22  
23 **I. OPTIONAL: HAZARDOUS WASTE SITE INVESTIGATION**

24 If upon completion of the Initial Site Assessment, further site investigations (SI) are required; and, if authorized  
25 by the COUNTY, the GEOTECHNICAL CONSULTANT will complete a Hazardous Waste Site Investigation  
26 (SI). Specific Tasks for the site investigation are summarized below.

- 27 • Preparation of SI workplan to serve as a basis to conduct subsurface exploration. A general brief health  
28 and safety plan (HSP) will be prepared, assuming low level of contamination, by DYA as an appendix to  
29 Workplan. The HSP is prepared for the use of DYA and its sub-contractors during the sample collection

1 and is based on assumption of encountering low-contamination and no approval required from Certified  
2 Industrial Hygienist.

- 3 • Conduct environmental subsurface exploration at unpaved areas adjacent to Project alignment (within the  
4 County right-of-way) and collect samples to analyze for potential chemicals of concern. This operation will  
5 not impact the traffic and therefore, traffic control services are not required.
- 6 • Samples are collected up to a depth of approximately 5-feet below existing ground surface or until we  
7 encounter refusal, whichever occurs first, using hand auger equipment. A maximum of two attempts per  
8 boring location will be made in case of encountering refusal with the of hand auger.
- 9 • Developing preliminary findings regarding the impact of soil contamination during the proposed Project  
10 construction.
- 11 • Preparing a limited hazardous waste SI report providing results of environmental analyses and comparing  
12 with regulatory limits. Provide recommendation if supplementary investigations are needed based on this  
13 study.
- 14 • Responding to one set of agency comments and incorporating them into final report after comment  
15 resolution.

16 The following laboratory tests will be performed on the soil samples collected in upper 5-feet. These analyses  
17 include tests needed to comply with general quality assurance / quality control guidelines and are an estimate  
18 based on our experience with Projects of similar scope and size. Lastly, based upon completion and findings  
19 of the Initial Site Assessment (ISA) as noted in Section H of this SOW, the number of tests may vary to be  
20 (decreased or increase) based on the findings of the ISA.

- 21 • 19 Title 22 Metals
- 22 • 50 Lead Total Threshold Limit Concentration (TTLC)
- 23 • 12 Lead Soluble Threshold Limit Concentration (STLC)
- 24 • 5 Lead Toxicity Characteristic Leaching Proposal (TCLP)
- 25 • 15 pH
- 26 • 10 Total Petroleum Hydrocarbons
- 27 • 10 Volatile Organic Compounds
- 28 • 8 Semi Volatile Organic Compounds
- 29 • 8 Arsenic STLC

- 4 Arsenic TCLP
- 3 Pesticides/ Herbicides
- 3 Polychlorinated Biphenyls

**Deliverables:**

- Draft and Final limited hazardous waste SI Report

**J. PRELIMINARY DRAINAGE STUDIES**

A Drainage Design Report will be prepared to document hydrologic and hydraulic calculations necessary to complete drainage improvement plans related to the PROJECT. The Drainage Design Report will quantify the magnitude and frequency of design flows from adjacent areas to the PROJECT area, as well as the volumes attributable to the proposed improvements. Specific tasks are summarized below.

**1. Collect and Review Available Data**

The DRAINAGE CONSULTANT will collect and review existing as-built roadway improvement record drawings from the COUNTY, City of Corona, and Caltrans, utility plans and base files (from the CONSULTANT), maintenance records, master drainage plans, and any available prior drainage studies.

**2. Field Reconnaissance**

Prior to developing hydrology calculations, a field reconnaissance with the CONSULTANT and available COUNTY staff including the COUNTY PROJECT MANAGER and the COUNTY District Maintenance Engineer will be conducted in order to confirm existing conditions and existing hydrologic boundaries for on-site tributary areas. Review the site to assess existing conditions and to consider opportunities for new drainage system and water quality improvements.

**3. Conceptual Drainage Layouts**

Develop Conceptual Drainage Layouts for inclusion into the conceptual intersection and roadway layouts. No calculations will be required.



1       **4. Drainage Coordination for CONSULTANT Prepared Concepts**

2       Review and comment on Conceptual Roadway and Intersection Layouts prepared by the CONSULTANT.

3       Please note that these layouts will contain conceptual drainage and water quality facilities. The DRAINAGE

4       CONSULTANT will review and provide comments on the following plans prepared by the CONSULTANT:

- 5       • Six Conceptual Roadway and four Conceptual Intersection Layouts
- 6       • Three Preliminary Alternatives
- 7       • The finalized design of the Build Alternative

8

9       **5. Preliminary Storm Water Data Report**

10      Given the Initial Conceptual Roadway Layout from the CONSULTANT, prepare a Preliminary Storm Water  
11      Data Report. The Report will be per COUNTY and Caltrans standards and will include a Project Description,  
12      Site Storm Water Quality Design Issues, proposed Design Best Management Practices (BMPs), proposed  
13      Permanent Treatment BMPs, and proposed Temporary Construction BMPs. PROJECT plans (plan view  
14      only) will be prepared for proposed Permanent Treatment BMPs.

15

16      **6. El Cerrito Channel – Hydrologic and Hydraulic Calculations**

17      Please note, hydrologic and hydraulic calculations for the El Cerrito Channel are not anticipated and not  
18      included as the existing channel will be removed and replaced with a buried box culvert. The new buried  
19      box culvert will extend from Temescal Canyon Road northeasterly to Quebec Avenue. The new buried box  
20      culvert will provide 100-year flow capacity for the ultimate master-planned roadway network including  
21      Temescal Canyon Road and east Ontario Avenue within the storm drain system to remove the existing  
22      FEMA floodplain.

23

24      **7. Final Storm Water Data Report**

25      Given the Build Alternative is selected and any updates by the CONSULTANT to finalize the preliminary  
26      design of the Build Alternative, update the Preliminary Storm Water Data Report for Permanent Treatment  
27      BMPs and Temporary Construction BMPs to be used in the final PROJECT design documents.

1 **8. El Cerrito Channel – Location Hydraulic Study**

2 Please note, a Location Hydraulic Study for the El Cerrito Channel are not included as the existing channel  
3 will be removed and replaced with a buried box culvert. (For more details, see Task 6 above).  
4

5 **9. Transportation Project Guidance Report**

6 Once the Build Alternative is selected and any updates by the CONSULTANT to finalize the preliminary  
7 design of the Build Alternative is completed, prepare a Transportation Project Guidance (TPG) Report in  
8 compliance with the latest COUNTY guidelines.  
9

10 The Riverside County Municipal NPDES Storm Water permit was renewed in January 2010 which will result  
11 in lowered thresholds and the addition of new classifications needing reporting. Roadways are an added  
12 classification to the list of priority development categories for which a TPG Report is required. A TPG  
13 Report will be prepared in accordance with the guidelines from RCFC&WCD. The major elements of the  
14 TPG Report will be identification of the affected receiving water bodies, determination if whether they are  
15 on the impacted water bodies 303(d) list, identification of pollutants of concern, and development of  
16 strategies and BMP's to control the pollutants. For this phase of the work, the BMP types will be considered,  
17 and the BMP devices will be preliminarily sized and located. The BMPs will not be detailed at this preliminary  
18 phase. It is anticipated that the final selection and detailed designs of the BMP's will be accomplished in  
19 the Final Engineering phase.  
20

21 It is assumed that a draft TPG Report will be prepared and that a final TPG Report will be prepared following  
22 review by the COUNTY of the draft report.

23 ***Deliverables:***

- 24 • Draft and Final Preliminary Transportation Project Guidance (TPG) Report (four hard copies and one  
25 digital copy)  
26

27 **10. NPDES Memorandum**

28 Once the Build Alternative is selected and any updates by the CONSULTANT to finalize the preliminary  
29 design of the Build Alternative is completed, complete the NPDES memorandum for compliance with the

COUNTY's MS4 permit requirements. The memorandum shall reference reports and calculations prepared in the Preliminary Design Phase and will not provide independent calculations.

#### **11. Coordination with County Flood Control**

The CONSULTANT shall coordinate with the Riverside County Flood Control and Water Conservation District (RCFC&WCD) for the design of a new buried reinforced concrete box culvert to replace the existing El Cerrito Open Channel (designed by RCFC&WCD) to allow the realignment of Minnesota Road. The task includes developing preliminary box culvert estimates, attending meetings with RCFC&WCD and COUNTY Transportation staff and other consultants, and reviewing design reports and plans for compatibility with the realigned Minnesota Road. This task does not include structural reviews of the new buried box culvert or transition structures.

### **K. CONCEPTUAL ALIGNMENT AND GEOMETRY**

This section outlines the sequential development, review, and refinement of Conceptual Roadway and Intersection Layouts in close coordination and collaboration with the COUNTY. Six Conceptual Roadway and four Conceptual Intersection Layouts are anticipated and included.

#### **1. Step 1 – Initial Concepts**

The CONSULTANT will develop an Initial Conceptual Roadway Layout for widening the roadway along the existing centerline with typical 12-foot-wide lanes, 8-foot-wide shoulder-bike lane, and 10-foot-wide parkway with 6-foot-wide sidewalk widths (base case).

The Initial Conceptual Roadway Layout will consist of four sheets of 24" x 48" plans and profiles at 1" = 40' scale with one additional sheet for details and will include the following:

- Plan view with existing topography.
- Locations of existing fences, gates, trees, and surface utility features.
- Profiles and superelevation diagrams – to evaluate the elevation differences between the east and west sides of the street.
- Typical cross sections – to address the needs of traffic volumes and complete streets.

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- 1 • Survey centerline and new roadway centerlines, if applicable.
- 2 • Roadway lane configurations and striping.
- 3 • Curb and gutter alignments, sidewalk, and parkway widths.
- 4 • Grading (i.e., cut and fill slope) limits.
- 5 • Driveway locations and widths.
- 6 • Driveway pull-ins, if feasible to allow vehicles to pull off the roadway and then open or close driveway
- 7 gates.
- 8 • Driveway tie-ins including on-site driveway configurations to drive in, turn around, and drive out.
- 9 • Driveway tie-ins including on-site parking needs for residents and visitors.
- 10 • Conceptual driveway profiles and computer modeling for applicable design vehicles to confirm
- 11 horizontal and vertical clearances for up to 25 selected "worst case" driveways (please note that there
- 12 are 62 driveways located along Temescal Canyon Road).
- 13 • Conceptual drainage and water quality facilities.
- 14 • Existing utilities and potential utility conflicts (i.e., Conceptual Utility Layout).
- 15 • Initial ROW impacts including ROW acquisitions (partial and full acquisitions); slope, temporary
- 16 construction, and drainage easements; and impacts to buildings and parking lots (this will be a separate
- 17 set of layouts).
- 18 • Impacts to on-street parking and parking lots for businesses and customers. Where feasible, identify
- 19 nearby replacement parking areas.
- 20 • ADA considerations for new public improvements and ADA accessibility considerations for private
- 21 businesses where parking lots and access routes are altered.
- 22 • Initial environmental impacts including oak trees, environmentally sensitive drainage features, etc.

23  
24 The CONSULTANT will develop two Initial Conceptual Intersection Layouts including:

- 25 • Widening and improving the El Cerrito Road / Minnesota Road Intersections in their current offset
- 26 configuration. This also includes evaluating the Envoy Avenue and Rudell Road connections to
- 27 Temescal Canyon Road.
- 28 • Widening and improving the El Cerrito Road / Minnesota Road Intersection with Minnesota Road re-
- 29 aligned to create one new intersection. This also includes evaluating the Envoy Avenue and Rudell



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1 Road connections to Temescal Canyon Road.

- 2 • Realigning and combining the Jolora Avenue and Grant Street connections to Temescal Canyon Road  
3 to form an improved, more efficient, intersection.

4 The Initial Conceptual Intersection Layouts will be 1" = 20' scale drawings and will include the following:

- 5 • Plan view with existing topography.
- 6 • Profiles and superelevation diagrams for approaching roadways.
- 7 • Typical cross sections.
- 8 • Survey centerline and new roadway centerlines, if applicable.
- 9 • Curb alignments, curb returns, and curb ramps.
- 10 • Intersection lane configurations and striping.
- 11 • Conceptual traffic signal locations.
- 12 • Conceptual drainage facilities.
- 13 • Existing utilities and potential utility conflicts (this will be covered in the Conceptual Utility Layout).
- 14 • Grading (i.e., cut and fill slope) limits.
- 15 • Initial ROW impacts including ROW acquisitions (partial and full acquisitions); slope, temporary and  
16 drainage easements; and impacts to buildings and parking lots.
- 17 • Impacts to on-street parking and parking lots for businesses and customers. Where feasible, identify  
18 nearby replacement parking areas (this will be covered in the separate set of layouts included with the  
19 Initial Conceptual Roadway Layout).
- 20 • ADA considerations for new public improvements and ADA accessibility considerations for private  
21 businesses where parking lots and access routes are altered.
- 22 • Initial environmental impacts including oak trees, environmentally sensitive drainage features, etc.

23

24 Please note that the initial environmental impacts will be provided by the ENVIRONMENTAL  
25 CONSULTANT, who will complete a high-level review of the Conceptual Roadway and Intersection  
26 Layouts. This review will be related to biological, cultural, and general resources using available  
27 information. Attendance at up to one virtual meeting with the COUNTY Project Manager and  
28 CONSULTANT (for each of the six Conceptual Roadway and Intersection Layouts) is anticipated and  
29 included.

1 Please note that an early evaluation and determination of the El Cerrito Road / Minnesota Road Intersection  
2 configuration (i.e., either two offset intersections or one aligned intersection) will be helpful in defining the  
3 parameters and constraints for evaluating the feasibility of roundabouts in the following (Step 2) intersection  
4 concepts.

5 Please note that detailed ROW requirements maps, and summaries will NOT be completed for the  
6 Conceptual Roadway Layouts. These will be completed for the three alternatives to be developed as  
7 described elsewhere in this Scope of Services.

8  
9 Assemble and submit the initial Conceptual Roadway and Intersection Layouts to the COUNTY for review.  
10 The CONSULTANT and the COUNTY will meet to confer and discuss the next concepts to develop.

11 ***Deliverables:***

- 12 • Initial Conceptual Roadway Layout.
- 13 • Initial Conceptual Intersection layouts with corridor traffic operations analysis results for El Cerrito  
14 Road/Minnesota Road/Temescal Canyon Road intersection in an aligned configuration.
- 15 • Conceptual Utility Layout.
- 16 • Conceptual ROW impacts.

17  
18 **2. Step 2 – Updated Concepts**

19 Given the COUNTY comments on the initial Conceptual Roadway and Intersection Layouts, the  
20 CONSULTANT will develop another (Step 2) Conceptual Roadway Layout for widening the roadway on a  
21 revised horizontal and/or vertical alignment with typical lane, shoulder-bike lane, parkway, and sidewalk  
22 widths; and/or narrow 11-foot-wide lane, 6-foot-wide shoulder-bike lane, and 6-foot-wide parkway with 6-  
23 foot-wide sidewalk widths where needed to reduce impacts (i.e., drainage, environmental, or ROW, etc.).

24  
25 The updated Step 2 Conceptual Roadway Layout will consist of the same plans and will include the same  
26 level of detail as described above for the Initial Conceptual Roadway Layout.

27  
28 The CONSULTANT will develop updated (Step 2) Conceptual Intersection Layout for the Jolora Avenue /  
29 Grant Street Intersection with Temescal Canyon Road using a roundabout. The Conceptual Intersection

1 Layout in this step are intended to determine the feasibility of a roundabouts at this intersection.  
2

3 For the Jolora Avenue / Grant Street Intersection, a roundabout will be considered with Temescal Canyon  
4 Road as a two-lane and as a four-lane roadway.

5 Assemble and submit the Step 2 Conceptual Roadway and Intersection Layouts to the COUNTY for review.  
6 The CONSULTANT and the COUNTY will meet to confer and discuss the next concepts to develop.

7 ***Deliverables:***

- 8 • Step 2 Conceptual Roadway Layout.
- 9 • Step 2 Conceptual Intersection Layouts - roundabouts - with roundabout feasibility results.
- 10 • Conceptual Utility Layout.
- 11 • Conceptual ROW impacts.
- 12

13 **3. Step 3 – Updated Concepts**

14 Given the COUNTY comments on the Step 2 Conceptual Roadway and Intersection Layouts, the  
15 CONSULTANT will further refine and develop another (Step 3) Conceptual Roadway and Intersection  
16 Layout.

17  
18 The updated Step 3 Conceptual Roadway and Intersection Layouts will contain the same level of detail as  
19 described above for the initial Conceptual Roadway and Intersection Layouts.

20  
21 Assemble and submit the Step 3 Conceptual Roadway and Intersection Layouts to the COUNTY for review.  
22 The CONSULTANT and the COUNTY will meet to confer and discuss the next options to develop.

23 ***Deliverables:***

- 24 • Step 3 Conceptual Roadway Layout.
- 25 • Step 3 Conceptual Intersection Layout.
- 26 • Conceptual Utility Layout.
- 27 • Conceptual ROW impacts.
- 28

1       **4. Step 4 – Updated Concepts**

2           Given the COUNTY comments on the Step 3 Conceptual Roadway and Intersection Layouts, the  
3           CONSULTANT will further refine and develop another (Step 4) Conceptual Roadway and Intersection  
4           Layout.

5  
6           The updated Step 4 Conceptual Roadway and Intersection Layouts will contain the same level of detail as  
7           described above for the initial Conceptual Roadway and Intersection Layouts.

8           Please note that four intersection layouts are anticipated; therefore, the intersection layouts in this step 4  
9           are the last ones to be developed.

10  
11          Assemble and submit the Step 4 Conceptual Roadway and Intersection Layouts to the COUNTY for review.

12          The CONSULTANT and the COUNTY will meet to confer and discuss the next concepts to develop.

13        ***Deliverables:***

- 14        • Step 4 Conceptual Roadway Layout.
- 15        • Step 4 Conceptual Intersection Layout.
- 16        • Conceptual Utility Layout.
- 17        • Conceptual ROW impacts.

18  
19        **5. Step 5 – Updated Concepts**

20          Given the COUNTY comments on the Step 4 Conceptual Roadway Layout, the CONSULTANT will further  
21          refine and develop another (Step 5) Conceptual Roadway Layout.

22  
23          The updated Step 5 Conceptual Roadway Layout will contain the same level of detail as described above  
24          for the Initial Conceptual Roadway Layout.

25  
26          Assemble and submit the Step 5 Conceptual Roadway Layout to the COUNTY for review. The  
27          CONSULTANT and the COUNTY will meet to confer and discuss the next concept to develop.

28        ***Deliverables:***

- 29        • Step 5 Conceptual Roadway Layout.



- Conceptual Utility Layout.
- Conceptual ROW impacts.

**6. Step 6 – Updated Concepts**

Given the COUNTY comments on the Step 5 Conceptual Roadway Layout, the CONSULTANT will further refine and develop another (Step 6) Conceptual Roadway Layout.

The updated Step 6 Conceptual Roadway Layout will contain the same level of detail as described above for the Initial Conceptual Roadway Layout.

Assemble and submit the Step 6 Conceptual Roadway Layout to the COUNTY for review. The CONSULTANT and the COUNTY will meet to confer and discuss any revisions to the Completed Conceptual Roadway and/or Intersection Layouts.

***Deliverables:***

- Step 6 Conceptual Roadway Layout.
- Conceptual Utility Layout.
- Conceptual ROW impacts.

**L. ASSEMBLE THREE PRELIMINARY ALTERNATIVES FOR FURTHER STUDY**

Given the six Conceptual Roadway and four Conceptual Intersection Layouts developed above, and the COUNTY's comments, the CONSULTANT will assemble and compile these concepts into three preliminary alternatives for further study and evaluation. The alternatives will consist of four sheets of 24" x 48" plans and profiles at 1" = 40' scale with one additional sheet for details for each alternative. Two sheets of intersection layouts for the El Cerrito Road / Minnesota Road and the Jolora Avenue / Grant Street intersections with Temescal Canyon Road at 1" = 20' scale will be included for each alternative.

**M. PRELIMINARY RIGHT-OF-WAY (ROW) REQUIREMENTS**

The CONSULTANT will develop preliminary ROW requirements maps for the three preliminary alternatives.

The ROW requirements maps will consist of two sheets of 24"x48" plans, double stacked. Separate maps will

1 be prepared for each alternative. The ROW requirements maps will show:

- 2 • ROW acquisitions (full and partial).
- 3 • Slope easements where grading transitions would extend into the adjacent private properties.
- 4 • Temporary construction easements for:
  - 5 ○ Driveway pull-ins, if feasible.
  - 6 ○ Driveway tie-ins and on-site improvements to drive in, turn around, and drive out.
  - 7 ○ Driveway tie-ins including on-site parking needs, and replacement parking areas, if feasible.
  - 8 ○ Parking lot and business access route alterations.
  - 9 ○ Replacement parking areas for on-street and parking lot impacts, if feasible.
- 10 • Drainage easements where drainage facilities would have to be located on private property.
- 11 • Building impacts.

12 The CONSULTANT will develop a detailed summary tabulation of the above ROW acquisitions for each parcel  
13 for the three preliminary alternatives. The CONSULTANT will provide ROW requirements maps and summary  
14 tabulations to the ROW CONSULTANT for the development of representative unit costs to be used in the  
15 Alternative Evaluation and Cost Analysis described below.

## 17 **N. ALTERNATIVE EVALUATION AND COST ANALYSIS**

18 The CONSULTANT will complete an alternative evaluation and cost analysis for the three preliminary  
19 alternatives. The alternative evaluation and cost analysis will include the following:

- 20 • A review of the traffic alternatives analysis including VMT; street segment and intersection LOS; and  
21 corridor traffic operations results for travel time, average speed, and delay. Please note that signalized  
22 intersections, roundabouts, and another intersection configuration could be included in the preliminary  
23 alternatives.
- 24 • A review of the detailed Preliminary ROW Requirements
- 25 • A review of the preliminary utility impacts
- 26 • A review of drainage impacts
- 27 • A review of the initial environmental impacts

28 Please note that the review of initial environmental impacts will be provided by the ENVIRONMENTAL  
29 CONSULTANT, who will complete a high-level review of the three Preliminary Alternatives. This review will be

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1 related to biological, cultural, and general resources using available information. Attendance at up to one virtual  
2 meeting with the COUNTY Project Manager and CONSULTANT is anticipated and included.

3  
4 The cost analysis is further described below.

- 5 • An escalation factor to obtain costs for the estimated mid-point of construction.
- 6 • A preliminary bid schedule for the major roadway construction items, measured quantity, additional  
7 quantities, and adjusted quantities.
- 8 • Unit price data will utilize the two recently bid segments of Temescal Canyon Road, other recently bid  
9 COUNTY projects, and the Caltrans unit cost database (as a back-up).
- 10 • Contingency will be included.
- 11 • Right-of-way costs as developed on the ROW requirements maps and summary tabulations, estimated  
12 relocation costs, and estimated compensation costs for private improvements will be included.
- 13 • Other costs to be included are:
  - 14 ○ Consultant services fees
  - 15 ○ COUNTY design and oversight costs
  - 16 ○ COUNTY legal services costs
  - 17 ○ Utility agreements costs
  - 18 ○ Environmental mitigation costs
  - 19 ○ Other fee program costs including TUMF fees, regulatory permit fees, filing fees, etc.
- 20 • The preliminary bid schedule and costs described above will be assembled into a Preliminary Engineer's  
21 Estimate for each alternative

22  
23 Assemble and submit the three alternatives layouts; ROW Requirements Maps and tabulated summaries for  
24 each alternative; and cost analysis for each alternative to the COUNTY for review and selection of the chosen  
25 alternative. The CONSULTANT will meet with the COUNTY to obtain review comments and the COUNTY's  
26 chosen alternative.

### ***Deliverables:***

- 28 • Three Preliminary Alternatives
- 29 • Traffic Study

- 1 • Preliminary ROW Requirements Maps and detailed summary tabulations
- 2 • Utility Maps for the Three Preliminary Alternatives
- 3 • Cost Analysis
- 4

5 **O. COUNTY SELECTION OF THE CHOSEN ALTERNATIVE**

6 The COUNTY will review the alternative evaluation and cost analysis deliverables and select the chosen  
7 alternative (i.e., Build Alternative).

8 **P. FINALIZE PRELIMINARY DESIGN OF THE BUILD ALTERNATIVE**

9 Given the COUNTY comments, the CONSULTANT will update and finalize the preliminary design of the Build  
10 Alternative. The update will include the same level of detail as described for the initial Conceptual Roadway  
11 and Intersection Layouts described above. In addition, the following updates will be included:

- 12 • Driveway profiles and computer modeling for applicable design vehicles to confirm horizontal and vertical  
13 clearances will be completed for all driveways.
- 14 • Identify and indicate the disposition of all private property improvements within the expected roadway  
15 widening and driveway tie-in limits.
- 16 • Update and confirm ROW impacts including ROW acquisitions (partial and full acquisitions); slope,  
17 temporary construction, and drainage easements; and impacts to buildings and parking lots.
- 18 • Confirm ADA compliance for new public improvements and ADA accessibility considerations for private  
19 businesses where parking lots and access routes are altered.
- 20 • Update ROW Requirements and tabulated summaries as needed.
- 21 • Update and finalize the cost analysis as needed

22 Complete a QA/QC review of the Build Alternative, ROW Requirements, cost analysis and make corrections.

23 Assemble and submit the finalized preliminary design of the Build Alternative to the COUNTY for review.

24 **Deliverables:**

- 25 • Finalized Preliminary Design of the Build Alternative
- 26

27 **Q. OPTIONAL: LANDSCAPE CONCEPTS FOR ROUNDABOUTS**

28 If a roundabout is included in the Build Alternative, then the LANDSCAPE ARCHITECT will prepare a  
29 Landscape Concept Plan for the roundabout. The concept plan will be prepared at a 1" = 20' scale and will

1 show planting and hardscape materials. Planting and hardscape materials will be selected in coordination with  
2 the COUNTY.

3

4 Three draft concept submittals including review and coordination meetings and one final concept submittal is  
5 anticipated and included.

6 ***Deliverables:***

- 7
- Draft and final landscape concepts for one roundabout location.

8 **R. COUNTY APPROVAL**

9 The CONSULTANT will meet with the COUNTY to obtain any final comments of the Final Preliminary Design  
10 of the Build Alternative. Make final corrections to the Build Alternative and submit these to the COUNTY for  
11 approval.

12

13 **S. ENGINEERING TECHNICAL SUPPORT FOR ENVIRONMENTAL DOCUMENTATION**

14 The CONSULTANT will provide maps, exhibits, and CADD files for the environmental team including:

- 15
- Engineering plans including limits of construction, staging areas, and borrow/disposal sites, if any.  
16 Engineering plans will be provided in PDF and MicroStation CADD formats. MicroStation CADD files will  
17 be in the PROJECT coordinate system and will be in accordance with COUNTY CADD standards.
  - Traffic Study and Roundabout Feasibility Summary Memorandum
  - Utility Pothole Exhibits
  - Geotechnical Exploration Location Exhibit
  - Geotechnical Design Report
  - Geotechnical Initial Site Assessment
  - OPTIONAL: Hazardous Waste Site Investigation
  - Storm Water Data Report
  - Transportation Project Guidance Report
  - NPDES Memorandum
  - Previous and Impervious Exhibits
  - Construction Limits Exhibits
  - Preliminary ROW Requirements Maps, Tabulations, and Summaries
- 29



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- 1 • Power Pole Relocation Exhibits, Summaries, and Cross Sections
- 2 • Summaries of construction equipment
- 3 • Summaries of construction activities, durations, and equipment types
- 4 • Oak Tree Impacts Exhibits
- 5 • OPTIONAL: Initial Public Information Meeting
- 6 • Public Meeting for CEQA IS/MND – NEPA CE Environmental Document
- 7 • OPTIONAL: Public Information Meeting for Environmental Document during the public availability period

8 ***Deliverables:***

- 9 • Maps, Exhibits, and CADD files

10

1 **II. PHASE II - ENVIRONMENTAL DOCUMENTATION**

2 **A. GENERAL**

3 The Environmental scope assumes the following:

- 4 • The National Environmental Policy Act (NEPA) document will be Categorical Exclusion (CE)
- 5 • The California Environmental Quality Act (CEQA) document will be an Initial Study/Mitigated Negative  
6 Declaration (IS/MND)
- 7 • Significant traffic impacts for VMT under CEQA are not anticipated; if such impacts are identified then an  
8 Environmental Impact Report (EIR) would likely be required and a separate scope and cost for this would  
9 be necessary
- 10 • The California Department of Transportation (Caltrans) will be the lead agency under NEPA
- 11 • The COUNTY will be the lead agency under CEQA
- 12 • The PROJECT will address one Build Alternative (Proposed PROJECT) in the technical studies and  
13 environmental document

14 Only those items specifically identified in this scope of services are included. No other effort is assumed or  
15 implied.

16  
17 **B. PROJECT COORDINATION AND MEETINGS**

18 This task includes efforts related to management, coordination, and meetings by the ENVIRONMENTAL  
19 CONSULTANT Project Manager and Environmental NEPA/CEQA Lead. The following assumptions have been  
20 made regarding project management.

21  
22 Environmental Project Management by the ENVIRONMENTAL CONSULTANT for a duration of thirty-six (36)  
23 months.

24 ***Deliverables:***

- 25 • Project management for thirty-six (36) months
- 26 ○ the ENVIRONMENTAL CONSULTANT attendance in PROJECT related meetings

27  
28 **C. TECHNICAL STUDIES**

29 Preparation of all technical analyses and reports will follow local, state, and federal environmental guidelines,

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1 primarily consisting of the Caltrans Standard Environmental Reference (SER) website, Caltrans *Local*  
2 *Assistance Procedures Manual*, local and state *CEQA Guidelines*, and FHWA Technical Advisory 6640.81  
3 *Guidance on Preparing and Processing Environmental and Section 4(f) Documents*. The formats to be used  
4 for the technical studies will follow the guidance available on the Caltrans SER website as of the date that those  
5 studies are initiated.

6  
7 For this scope of services, the technical studies for which a specific scope of services has been included are  
8 based on a review of existing PROJECT information. If additional studies are identified during the  
9 environmental phase of the PROJECT a scope of services and cost will be submitted for approval prior to their  
10 initiation.

11  
12 For each report, the following submittals will be made.

- 13 • Draft Technical Study (electronically to the COUNTY and Caltrans)
- 14 • Revised Draft Technical Study (electronically to the COUNTY and Caltrans)
- 15 • Final Technical Study for approval (electronically to the COUNTY and Caltrans)
- 16 • Final Approved Technical Study for file (2 hardcopies and electronic copy to the COUNTY and Caltrans)

17 The following assumptions have been made regarding the technical studies that are to be prepared:

- 18 • The COUNTY will provide 3D topographic mapping in MicroStation with no greater than 2-foot resolution  
19 that extend at least 500 feet outside of the ROW or limits of disturbance, whichever is greatest, in all  
20 directions.
- 21 • Aerial photography of the PROJECT assembled in a MicroStation file at a scale suitable for preparation of  
22 PROJECT mapping, figures, and analyses will be provided by the COUNTY (1" = 200' scale minimum, with  
23 a minimum of 500 feet shown around any areas of improvement). Pixel size shall be no more than 2.5  
24 square feet and image shall be orthorectified.
- 25 • Engineering plans, including limits of construction, staging areas, and borrow/disposal sites, if needed, will  
26 be provided by the CONSULTANT at a level of detail sufficient for preparing the technical studies (roadway  
27 lanes, topographic information [including changes in topography resulting from the proposed PROJECT],  
28 station numbers, and existing structures within 500 feet of the proposed PROJECT).
- 29 • Focused protocol surveys other than those specified under the Natural Environment Study/Minimal Impacts

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1 scope are not included. If additional focused surveys are identified during the biological field  
2 reconnaissance, then this will be communicated to the CONSULTANT and the COUNTY and a scope and  
3 cost for this work will be provided.

- 4 • No Section 7 consultation or California Endangered Species Act Section 2081 or 2080.1 consultation will  
5 be required.
- 6 • No formal arborist survey is included to determine specific oak tree health and characteristics. General data  
7 on location and potential canopy/tree impacts will be provided.
- 8 • The ENVIRONMENTAL CONSULTANT will not be responsible for any surveys that are considered  
9 insufficient or incomplete based on factors beyond our control (lack of rain, drought, etc.).
- 10 • Geotechnical, traffic assessments, Storm Water Data Report (SWDR), hazardous materials reports, water  
11 quality related documentation beyond the Scoping Questionnaire for Water Quality Issues, and any  
12 relocation document(s), if required, will be provided by the CONSULTANT and these analyses will be  
13 provided to the ENVIRONMENTAL CONSULTANT for use in the technical analyses where needed.
- 14 • NEPA/404 integration process will not be required.
- 15 • A separate paleontological report will not be required, and paleontology will be directly addressed in the  
16 environmental document.
- 17 • An Energy Study will not be required.
- 18 • Construction of the improvements at the El Cerrito Channel will commence prior to the initiation of the  
19 technical studies for the PROJECT and no work at this channel will be required as part of the PROJECT.
- 20 • Traffic data provided to the ENVIRONMENTAL CONSULTANT shall include:
  - 21 ○ Existing traffic counts for eight intersection locations as specified in the Traffic Study section of this  
22 Scope of Services.
  - 23 ○ Twenty-four-hour Average Daily Traffic (ADT) volumes for existing year (2021), opening year (2025),  
24 and design year (2045) conditions for the No-Build and Build alternatives.
  - 25 ○ AM and PM peak-hour traffic volumes for existing year (2021), opening year (2025), and design year  
26 (2045) conditions for the No-Build and Build alternatives.
  - 27 ○ Posted speed and average speeds for PROJECT street segments for existing year (2021), opening  
28 year (2025), and design year (2045) conditions for the No-Build and Build alternatives.
  - 29 ○ Regional vehicle miles traveled (VMT) apportioned into 5-mph speed bins up to 70+-mph in one bin

1 shall be provided for the baseline/existing year (2021) conditions, opening year (2025) Build and No-  
2 Build conditions, and the design year (2045) Build and No-Build conditions. The “regional VMT  
3 evaluation area” must be large enough to capture the PROJECT’s traffic redistribution effects.

- 4 • It is assumed that all rights of entry and access for field work and surveys, if required, shall be obtained and  
5 provided by the COUNTY. The ENVIRONMENTAL CONSULTANT will determine which properties that  
6 need a Right-of-Entry as described below.
- 7 • Addresses for property owners and residents within 500 feet of the proposed PROJECT shall be provided  
8 by the ROW CONSULTANT.
- 9 • No regulatory permits (401, 404, and 1602) will be required. If these permits are determined to be  
10 necessary, then a separate scope and fee for this effort will be provided for COUNTY approval.
- 11 • CADD files shall be provided in a known coordinate system or projection and attributes shall be in  
12 accordance with COUNTY CADD standards.

13  
14 **1. Initial Environmental Impacts for Conceptual Roadway and Intersection Layouts**

15 The ENVIRONMENTAL CONSULTANT, who will complete a high-level review of the Conceptual Roadway  
16 and Intersection Layouts. This review will be related to biological, cultural, and general resources using  
17 available information. Attendance at up to one virtual meeting with the COUNTY Project Manager and  
18 CONSULTANT (for each of the six Conceptual Roadway and Intersection Layouts) is anticipated and  
19 included.

20  
21 **2. Initial Environmental Impacts for the Three Preliminary Alternatives**

22 The ENVIRONMENTAL CONSULTANT, who will complete a high-level review of the three Preliminary  
23 Alternatives. This review will be related to biological, cultural, and general resources using available  
24 information. Attendance at up to one virtual meeting with the COUNTY Project Manager and  
25 CONSULTANT is anticipated and included.

26  
27 **3. OPTIONAL: Initial Public Information Meeting**

28 If requested by the COUNTY, one initial public information meeting will be held early in the project  
29 development phase. It is assumed that the ENVIRONMENTAL CONSULTANT’s Project Manager,



1 Environmental Lead will be in attendance. The COUNTY and the CONSULTANT will be responsible for all  
2 activities and planning related to the public meeting (reserving a location, preparing materials, providing all  
3 supplies, setting up, and organizing the meeting, etc.). ENVIRONMENTAL CONSULTANT will provide  
4 input and assist with review of materials prepared, and will attend the public information meeting. No other  
5 effort by ENVIRONMENTAL CONSULTANT is assumed.  
6

7 **4. Rights of Entry**

8 The ENVIRONMENTAL CONSULTANT will review properties along the PROJECT alignment to determine  
9 the properties where a Rights-of-Entry will be needed to compile the environmental studies (Note, not all  
10 properties will need a Right-of-Entry). This assessment will include a review of aerial maps and a field visit.  
11 The ENVIRONMENTAL CONSULTANT will provide a list of properties needing a Right-of Entry to the  
12 CONSULTANT and the COUNTY.  
13

14 The ROW CONSULTANT will complete all forms and coordination with property owners/occupants. The  
15 COUNTY will sign and execute the forms.  
16

17 **5. Preliminary Environmental Study (PES)**

18 Once the Build Alternative for the PROJECT has been developed, a current Caltrans Preliminary  
19 Environmental Study (PES) form will be prepared for submittal to the COUNTY first and then to Caltrans  
20 for review. The purpose of the PES is to identify and receive concurrence from Caltrans regarding the  
21 technical studies that will need to be prepared for the proposed PROJECT and to receive concurrence  
22 regarding the environmental document to be prepared. The PES will be prepared using existing, available  
23 information and no new analyses or detailed evaluations are assumed or included. As directed in the PES,  
24 cultural information will be provided entirely by Caltrans. The PES will be revised once following Caltrans  
25 review. Figures will include a vicinity map, a location map, and the PROJECT layouts. No additional figures  
26 or graphics are assumed to be necessary. The PES will also include an ISA Checklist (assumed to be  
27 prepared and provided by the GEOTECHNICAL SUBCONSULTANT), Flood Insurance Rate Map, and  
28 Visual Assessment Guide checklist.  
29

***Deliverables:***

- Draft and Final PES (electronic submittals only)

## **6. Air Quality**

The Air Quality Report (AQR) will be completed using the Caltrans' Standard Environmental Reference (SER) annotate outline template, and provide the following discussions and analyses:

- *Regulatory Setting and Existing Conditions.* Summarize the existing federal, state, and local air quality regulatory environment as it affects the proposed PROJECT and describe the location of sensitive receptors in the PROJECT vicinity. Using data provided by the California Air Resources Board (ARB) and the South Coast Air Quality Management District (SCAQMD), characterize existing air quality conditions in the PROJECT area and explain how those conditions are affected by local climate and topography.
- *Regional Conformity.* The PROJECT is identified in the Southern California Association of Governments (SCAG) 2019 Federal Transportation Improvement Program (FTIP) and SCAG 2016-2040 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) Amendment 3 under project numbers RIV150901A and 3A04WT197, respectively. The ENVIRONMENTAL CONSULTANT will confirm that the PROJECT as currently proposed is consistent with the PROJECT description and opening year identified in these documents.
- *Project-Level Conformity.* Evaluate whether the PROJECT meets project-level transportation conformity requirements, which will also be used to support the CEQA/NEPA analysis.
  - *Localized Carbon Monoxide Hot Spot Analysis.* Analyze the degree to which project-related traffic volumes have a potential to effect local carbon monoxide (CO) concentrations using the California Department of Transportation CO Hotspot Protocol. It is anticipated that the CO screening procedure will be appropriate, and that CALINE-4 dispersion modeling will not be required.
  - *Localized PM<sub>2.5</sub>/PM<sub>10</sub> Hot Spot Analysis.* The PM Hot Spot Analysis will assess the degree to which project-related traffic volumes have a potential to affect local PM<sub>2.5</sub> and PM<sub>10</sub> concentrations. The ENVIRONMENTAL CONSULTANT will prepare the required PM Conformity documentation and submit to Caltrans for review and approval. Caltrans will then forward the documentation to the SCAG Transportation Conformity Working Group (TCWG). The ENVIRONMENTAL CONSULTANT will lead the TCWG interagency consultation on behalf of the COUNTY. Based on our review of the proposed PROJECT Description, it is assumed that the PROJECT will not be

### ***Temescal Canyon Road Widening Project - El Cerrito Segment***

1           considered a Project of Air Quality Concern (POAQC), and that a screening-level PM conformity  
2           analysis will be sufficient.

- 3           • *Evaluation of Construction-Period Emissions.* A quantitative construction analysis will be performed to  
4           evaluate regional and localized mass emissions. Based on preliminary construction scheduling and  
5           phasing information, construction emissions will be quantified using the Road Construction Emissions  
6           Model.
- 7           • *Evaluation of Operations-Period Mass Emissions.* Regional criteria pollutant emissions will be  
8           quantified using project-level vehicle miles traveled (VMT) and EMFAC2017 emissions factors (with  
9           ARB SAFE Rule adjustment factors). In order to accomplish this scope item, the ENVIRONMENTAL  
10          CONSULTANT must receive project-level VMT for existing year conditions, No-Build condition for the  
11          opening year and design year and Build alternative conditions for the opening year and design year.
- 12          • *Mobile Source Air Toxics.* Evaluate proposed project-related mobile source air toxics (MSATs)  
13          emissions in accordance with FHWA updated interim guidance on how MSATs should be addressed  
14          in NEPA documents. A qualitative analysis will be prepared.
- 15          • *Climate Change/Greenhouse Gas Emissions.* A quantification of operational-period greenhouse gas  
16          (GHG) emissions associated with implementation of the proposed PROJECT will be  
17          conducted. Operations-period GHG emissions will be quantified using regional daily VMT; and  
18          EMFAC2017 emissions factors. The ENVIRONMENTAL CONSULTANT will present a comparison of  
19          GHG emissions under the Build Alternative and the No-Build Alternative to characterize effects of the  
20          proposed PROJECT on GHG emissions. The analysis of climate change also will also incorporate the  
21          most recent guidance found on the Caltrans SER and Caltrans annotated outline. Construction GHG  
22          emissions will be quantified using the Road Construction Emissions Model.
- 23          • *Mitigation Measures.* The ENVIRONMENTAL CONSULTANT will develop mitigation measures, where  
24          applicable, to address significant air quality impacts, if present.
- 25          • *Air Quality Conformity Analysis.* Following circulation of the Draft Environmental Document, the  
26          ENVIRONMENTAL CONSULTANT will prepare the Air Quality Conformity Analysis and Checklist using  
27          the latest annotated outline published on the Caltrans SER at the time that the document is prepared.  
28          The Air Quality Conformity Analysis and Checklist will be submitted to the COUNTY.

1       **7. Natural Environment Study/Minimal Impacts**

2       The PROJECT lies within the boundaries of the Western Riverside Multiple Species Habitat Conservation  
3       Plan area (MSHCP) but is considered a covered activity under Section 7.3.5 of the Plan. The alignment  
4       from La Gloria Street to Tom Barnes Street encroaches into a burrowing owl and narrow endemic survey  
5       area, as does the far southern segment widening north of Cajalco Road. The PROJECT is not within an  
6       area designated as a core/linkage area or public and quasi-public (PQP) lands but does occur within  
7       portions of Criteria Cells 2304 and 2400. However, the roadway ROW is not proposed for conservation and  
8       does not have any biological constraints in this regard. A Joint Project Review (JPR) would be required due  
9       to the PROJECT location within the cells. Under this covered activity, the width of the road through the  
10      Criteria Cells is limited to 128 feet. This task assumes three meetings with RCA during preparation of the  
11      NES/MI.

12  
13      The ENVIRONMENTAL CONSULTANT will conduct a literature search, perform field surveys, and prepare  
14      a Natural Environmental Study Minimal Impact (NESMI) report analyzing potential impacts to biological  
15      resources. Because no impacts to listed species are anticipated, or substantial mitigation required, an  
16      NESMI appears to be sufficient documentation. As such, the NESMI will be prepared in accordance with  
17      Caltrans SER guidance and will conform to the Caltrans NESMI annotated outline that is available at the  
18      time that the NESMI is initiated. The following tasks will be performed during the preparation of the report:

19  
20      Review of Project Information and Applicable Literature

21      A literature review will be conducted to identify special-status species known or reported from the PROJECT  
22      area. The literature review will include:

- 23      a. Special status species lists from the California Department of Fish and Wildlife (CDFW) and U.S. Fish  
24          and Wildlife Service (USFWS);
- 25      b. Database searches of current versions of the California Natural Diversity Database (CNDDDB), the  
26          Online Inventory of the California Native Plant Society (CNPS), and USFWS occurrence data;
- 27      c. The Western Riverside Multiple Habitat Conservation Plan (MSHCP); and
- 28      d. Other available biological studies conducted in the vicinity of the PROJECT site.
- 29



1 Field Evaluation for Biological Resource Constraints

2 After reviewing relevant information, the PROJECT area will be evaluated with a walkover covering all  
3 portions relevant to potential biological resource constraints. Detailed field notes will be compiled including  
4 conditions, visible disturbance factors, species, habitats, and general biological resources. The site will be  
5 evaluated regarding the presence, absence, or likelihood of occurrence for all special status species,  
6 habitats, and general biological resources such as oak trees posing a constraint to the PROJECT through  
7 applicable laws and regulations. Oak tree location, approximate canopy cover, and estimate diameter at  
8 breast height will be recorded. The study area is assumed to be the proposed limits of disturbance plus a  
9 buffer ranging from 100 feet for aquatic resources and rare plants and to 300 feet for wildlife (500 feet for  
10 burrowing owls).

11  
12 Burrowing Owl Habitat Assessment and Survey

13 Parts of the proposed PROJECT and adjacent lands are within the MSHCP survey area for burrowing owls.  
14 A habitat assessment and focused survey will be performed and will follow the MSHCP protocol. The study  
15 area for this work is assumed to be the proposed limit of disturbance and a 300-foot buffer with an additional  
16 200-foot buffer to be evaluated visually, where permission to enter is available. Potentially suitable habitat  
17 will be mapped to determine survey areas. Once suitable habitat and burrows are mapped, a 4-visit focused  
18 survey will be performed within all suitable habitats. This survey must be performed 4 times between March  
19 15 and August 31. All potential habitats will be surveyed as required by the protocol. Results of the focused  
20 surveys will be presented in the NESMI.

21  
22 Habitat Evaluation and Focused Survey for Narrow Endemic Plants

23 The PROJECT is partially located within an MSHCP survey area for Narrow Endemic Plant Species (San  
24 Diego ambrosia, Brand's phacelia, and San Miguel savory). It is not within a Criteria Area Species survey  
25 area. As such, a focused survey for Narrow Endemic Plant Species will be conducted. The study area for  
26 this work will be the proposed limits of disturbance and a 100-foot buffer, where access is permissible.  
27 Field survey methods will be consistent with the CDFW Protocols for Surveying and Evaluating Impacts to  
28 Special Status Native Plant Populations and Natural Communities (CDFG 2009) and MSHCP protocol. One  
29 site visit is proposed as these species bloom within the same general timeframe; the survey will occur within



1 the window of April-June to adequately capture the blooming window. Reference populations for special-  
2 status plant species may need to be visited prior to initiation of field surveys to the extent possible to validate  
3 survey timing and document local variation in flowering phenology. If reference populations are visited and  
4 the subject plants are determined to not be in bloom, then an additional visit may be required to determine  
5 the appropriate survey timing. Botanical species data will be collected within the PROJECT footprint using  
6 100 percent transect coverage surveys where access is permissible. The methods and results will be  
7 documented in the NESMI.

8  
9 NESMI

10 A draft NESMI will be developed based on results of the literature review and biological surveys and will  
11 describe:

- 12 a. The study methods used in identifying and assessing the biological resources at the PROJECT site,  
13 the personnel who conducted the studies, contacts made with agencies, and any limitations associated  
14 with the study;
- 15 b. The environmental setting including both the biological and physical setting at the PROJECT site;
- 16 c. The results, including special-status species present on the site, if any, and a discussion of impacts  
17 and mitigation, as necessary; and
- 18 d. The appropriate regulatory requirements and necessary permits, if any.
- 19

20 **8. MSHCP Consistency Analysis Report and Joint Project Review**

21 The Regional Conservation Authority (RCA) has issued a template for MSHCP Consistency Analysis  
22 Reports, based on their need to segregate the consistency analysis from the NESMI content such that the  
23 review can be better facilitated. As such, a stand-alone MSHCP Consistency Analysis Report will be drafted  
24 following the RCA template. This document will contain all relevant information for the MSHCP consistency  
25 analysis. The ENVIRONMENTAL CONSULTANT will also prepare a cover letter and complete the Joint  
26 Project Review (JPR) checklist/application for submittal to the Regional Conservation Authority (RCA) for  
27 processing. The ENVIRONMENTAL CONSULTANT will coordinate with the COUNTY and RCA during the  
28 processing period. This task also includes participation in one meeting with RCA as part of the review  
29 process.

**9. Determination of Biologically Equivalent or Superior Preservation (DBESP) Report**

Because the PROJECT partially passes through a Criteria Area, it will require a Joint Project Review (JPR) through the RCA. A DBESP and the MSHCP Consistency Analysis will be required as part of the process due to potential impacts to riparian/riverine resources along the alignment, which based on preliminary review appear to be limited to roadside ditches. Because of the PROJECT proximity to Temescal Creek, these ditches may be considered by RCA as riverine resources. In addition, several large flood control channels are present, and although not expected, if the design requires impacts to these structures, then they will also be subject to DBESP analysis. As such, a DBESP will be drafted and the MSHCP consistency analysis will be included in the JPR application package. The DBESP will follow the RCA requirements and will include a project description, biological resources existing conditions, proposed impacts (direct and indirect), mitigation for impacts, and finding of equivalency or superior preservation for all MSHCP resources in Section 6.1.2, 6.1.3, and 6.3.2. This task includes GIS analysis, meetings and conference calls with stakeholders, and similar related activities.

**10. Jurisdictional Delineation Report**

Based on a review of the study area, several roadside ditch drainages occur within the alignment as do several flood channels. For projects that may impact areas under the jurisdiction of the U.S. Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), or California Department of Fish and Wildlife (CDFW), a formal jurisdictional delineation of potentially jurisdictional drainages is required, utilizing resource agency standard delineation methods. The ENVIRONMENTAL CONSULTANT will delineate aquatic resources within the study area utilizing routine on-site methods. A pedestrian-based field survey of the study area will be conducted using sub-meter GPS accuracy to delineate the boundaries of agency jurisdiction. The field delineation will be augmented through aerial photo review and GIS analysis. The study area will include the PROJECT footprint plus a 100-foot buffer. For the delineation, the ENVIRONMENTAL CONSULTANT will utilize procedures and practices in the following publications and agency guidance documents: USACE Wetland Delineation Manual (1987); USACE Regional Supplement to the Wetland Delineation Manual, Arid West Region, Version 2.0 (2008); and USACE and Environmental Protection Agency's (EPA) Clean Water Act Jurisdiction Following the U.S. Supreme Court's Decision in *Rapanos v. United States & Carabell v. United States* guidance document (2007) as well as standard

1 practices to delineate CDFW lake and stream resources and associated riparian vegetation.  
2

3 The field survey results will be compiled and presented in a Jurisdictional Delineation Report prepared for  
4 the PROJECT that will identify and quantify the limits of USACE wetland and non-wetland waters of the  
5 U.S., RWQCB wetland and non-wetland waters of the State, CDFW stream features and associated riparian  
6 areas, and MSHCP Riparian/Riverine habitats within the study area boundaries, where present. It will also  
7 include figures and maps showing the location of potential jurisdictional resources and a photolog that  
8 documents site conditions of specific drainage features. The Jurisdictional Delineation Report will not  
9 quantify impacts to jurisdiction resources; rather, impacts will be quantified and included within the NESMI.  
10

11 Please note, this scope of work, including this task does not include any review, environmental studies,  
12 evaluations, or analysis related to the existing El Cerrito Channel, as it is assumed that construction of the  
13 improvements to this channel (i.e., undergrounding) will commence prior to the technical studies for the  
14 PROJECT and no impacts from the PROJECT to this channel will occur. It is assumed that no regulatory  
15 permits (401, 404, and 1602) will be required. If it is determined that these permits are necessary, then a  
16 separate scope and fee will be provided for the COUNTY'S approval.  
17

#### 18 **11. Historic Property Survey Report**

19 The proposed PROJECT improvements will be subject to compliance with Section 106 of the National  
20 Historic Preservation Act. This requires consideration of potential PROJECT effects to historic properties  
21 including archaeological and historical resources listed in or eligible for listing in the National Register of  
22 Historic Places according to criteria listed in 36 CFR800. Caltrans administers Section 106 compliance on  
23 behalf of FHWA and requires that documentation conform to specifications contained in Caltrans Standard  
24 Environmental Reference. As of January 1, 2004, cultural resource studies must be prepared and  
25 processed in accordance with the Programmatic Agreement (PA) among the Federal Highway  
26 Administration, the Advisory Council on Historic Preservation, the California State Historic Preservation  
27 Officer, and the California Department of Transportation Regarding Compliance with Section 106 of the  
28 National Historic Preservation Act, as it Pertains to the Administration of the Federal-Aid Highway Program  
29 In California.

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1 The ENVIRONMENTAL CONSULTANT shall obtain a records search from the Eastern Information Center,  
2 part of the California Historical Resources Information System. This records search will consult California's  
3 database of previous studies and previously recorded sites within the proposed PROJECT area and within  
4 a one-mile radius, per Caltrans guidelines. Historic maps and photographs shall also be reviewed, if  
5 available. The ENVIRONMENTAL CONSULTANT shall establish an Area of Potential Effect (APE) map in  
6 consultation with the COUNTY and Caltrans for obtaining Caltrans approval. The map shall provide the  
7 survey boundaries for cultural resources to be evaluated during PROJECT studies. To account for physical  
8 effects due to damage, demolition, or vibration, the APE shall be based on the total anticipated disturbance  
9 footprint associated with PROJECT activities (e.g., road widening/interchange construction, staging areas  
10 and other temporary construction easements, detours, drainage facilities, temporary construction activities,  
11 and parcels containing impacted structures, if any). It shall also account for potential visual and noise effects  
12 beyond the limits of disturbance. The ENVIRONMENTAL CONSULTANT will also contact the Native  
13 American Heritage Commission and request a review of the Sacred Lands File and will coordinate with  
14 Caltrans for consultation with Native American groups and other interested parties under Section 106 and  
15 coordinate with the COUNTY on AB 52 tribal consultation under CEQA to request information regarding  
16 the types of potential cultural resources in the study area. Consultation will be conducted in accordance  
17 with appropriate current state and federal regulations.

18  
19 Following completion of the record search/review, the ENVIRONMENTAL CONSULTANT shall conduct a  
20 field survey of the APE for archaeological resources. It is assumed that the CONSULTANT or the COUNTY  
21 will be responsible for obtaining access for conducting the surveys. This scope of services assumes that  
22 no archaeological sites will be identified in the APE and that no testing and/or evaluation will be required.  
23 It is anticipated that an Archaeological Survey Report (ASR; Finding of No Archaeological Resources  
24 Present) will be prepared and no additional documentation will be required.

25  
26 Based on a preliminary desktop review of the PROJECT area, the ENVIRONMENTAL CONSULTANT  
27 observes that many built environment resources likely to be included in the APE will be exempt in  
28 accordance with the Caltrans PA, while others appear to be of historic age and retain good integrity. The  
29 ENVIRONMENTAL CONSULTANT will conduct field survey to record built environment resources in the



1 APE for the purposes of documenting resources needing evaluation on Department of Parks and  
2 Recreation (DPR) Forms 523 and establishing the factual basis for exempting others from further review.  
3 The ENVIRONMENTAL CONSULTANT will send out letters requesting information on historic properties  
4 to local governments, historical societies, and historic preservation organizations. The ENVIRONMENTAL  
5 CONSULTANT will prepare a Historical Resources Evaluation Report (HRER) that includes appropriate  
6 context, evaluations, and DPR Forms as an appendix. This scope assumes preparation of up to 6 DPRs.

7  
8 Following completion and approval of the APE, HRER, and ASR preparation discussed above, the  
9 ENVIRONMENTAL CONSULTANT will prepare a Historic Property Survey Report (HPSR) in accordance  
10 with Caltrans/FHWA standards for Section 106 compliance with the NHPA. It is anticipated that the  
11 proposed PROJECT shall result in an HPSR with a finding that no properties eligible for listing on the NRHP  
12 or CRHR are present within the PROJECT's APE.

13  
14 **12. Community Impact Assessment**

15 A Community Impact Assessment (CIA) will be prepared to evaluate potential community impacts for the  
16 Build Alternative with recommendations to address impacts that are identified, as appropriate. The CIA  
17 that is prepared will be consistent with the technical study guidance provided by the Caltrans Standard  
18 Environmental Reference (SER) and Caltrans Environmental Handbook Volume 4: Community Impact  
19 Assessment. The CIA report will follow the structure and content guidelines provided by Caltrans in the  
20 Community Impact Assessment Annotated Outline that is available on the Caltrans SER at the time that  
21 the analysis is initiated. The CIA will identify the community impacts on neighborhoods, businesses, and  
22 minority and low-income populations, as well as the PROJECT's compatibility with the existing and future  
23 land uses and consistency with local land use plans and regional transportation plans. The CIA will consider  
24 residential and business acquisitions and relocations; changes in access/circulation, community cohesion  
25 characteristics, demographic characteristics and growth; and demand for new or expanded community  
26 facilities. This scope assumes that a separate relocation document, if determined to be required, will be  
27 prepared by others and provided to the ENVIRONMENTAL CONSULTANT for use in preparing the CIA.  
28 The PROJECT will be reviewed for consistency with local and regional plans, as well as impacts to  
29 community cohesion, access/circulation, residential and business displacement, land use, growth



1 inducement, property values, tax revenues, and potential Environmental Justice (EJ) impacts. It is assumed  
2 that no farmland evaluation will be required.

3  
4 Under the NEPA document guidelines, all projects are required to prepare an Environmental Justice (EJ)  
5 impact analysis. This EJ analysis that is included in the CIA will determine if any of the proposed PROJECT  
6 related impacts would result in disproportionate adverse impacts to low-income and/or minority populations.  
7 If substantial EJ impacts are identified, then measures will be recommended to benefit low-income and  
8 minority populations.

9  
10 **13. Noise Study Report**

11 The ENVIRONMENTAL CONSULTANT will assess the noise impacts associated with widening of  
12 Temescal Canyon Road. The noise analysis will be presented in a Noise Study Report (NSR) consistent  
13 with the procedures and requirements specified by FHWA in Title 23, Section 772 of the Code of Federal  
14 Regulations (CFR) (23 CFR 772) and the Caltrans Traffic Noise Analysis Protocol (Protocol).

15 The ENVIRONMENTAL CONSULTANT's noise staff will identify noise sensitive land uses and other  
16 features using platforms such as Google Earth prior to the field survey. The ENVIRONMENTAL  
17 CONSULTANT will consult with the Caltrans District 8 noise specialist (if necessary) assigned to this  
18 PROJECT to ensure that all requirements are addressed. The ENVIRONMENTAL CONSULTANT will also  
19 prepare a Noise Work Plan for Caltrans review and approval prior to initiating the noise work.

20  
21 Field noise study will be performed to quantify and assess existing noise conditions at the potential noise-  
22 sensitive areas along this alignment. It is estimated that short-term sound-level data (typically two  
23 consecutive 15 to 20-minute measurements) will be collected at up to eight (8) representative land uses  
24 and noise-sensitive locations throughout the area. In addition, continuous 24-hour noise monitoring will be  
25 conducted at up to three (3) locations if secure measurement locations can be identified.

26  
27 The ENVIRONMENTAL CONSULTANT will conduct traffic noise modeling of the Build Alternative and the  
28 No-Build Alternative using the FHWA Traffic Noise Model (TNM) Version 2.5 and traffic data to be provided  
29 by the PROJECT traffic engineer. This scope assumes that the PROJECT engineer will provide 3-D

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1 Computer Aided Design (CAD) topographical maps, with elevation contours at no greater than 2-foot  
2 resolution, that extend at least 500 feet outside of the ROW in all directions. TNM will be used to model  
3 worst hour traffic noise conditions at representative modeled receiver locations under existing conditions  
4 and design-year conditions with and without the proposed PROJECT. This scope also assumes that the  
5 PROJECT engineer will provide typical cross sections, Build condition PROJECT alignment files, and  
6 profiles for aid in designing the TNM Build condition.

7  
8 Traffic noise impacts of the proposed PROJECT under 23CFR772 will be assessed by determining if  
9 implementation of the PROJECT is projected to result in traffic noise levels under design year conditions  
10 that approach or exceed the FHWA noise abatement criteria or if implementation of the PROJECT is  
11 predicted to result in a substantial traffic noise increase (12 dB increase relative to the existing) at noise-  
12 sensitive uses. If traffic noise impacts are projected to occur, information on the preliminary feasibility and  
13 reasonableness of noise abatement, as defined in the Protocol, will be evaluated and presented for use by  
14 decision makers in considering noise abatement. The ENVIRONMENTAL CONSULTANT will also  
15 evaluate potential construction noise impacts using methods recommended by the U.S. Department of  
16 Transportation and/or direction included in Caltrans Standard Specifications (SS).

17  
18 The ENVIRONMENTAL CONSULTANT will prepare an NSR addressing the requirements of 23CFR772 in  
19 accordance with guidance in the Protocol and following the NSR format indicated in the Caltrans Annotated  
20 Noise Study Report Outline. Based on a desktop review of the alignment, noise sensitive land uses located  
21 along the PROJECT alignment all maintain access from Temescal Canyon Road. As such design of sound  
22 walls will not be viable. The Protocol states, "The non-acoustical feasibility of the noise abatement  
23 considered is addressed by the PROJECT engineer in the Noise Abatement Decision Report (NADR). Non-  
24 acoustical feasibility is determined based on issues such as geometric standards, safety, barrier height,  
25 topography, drainage, access requirements for driveways, presence of local cross streets, underground  
26 utilities, and maintenance of the abatement measure." Therefore, the preparation of a Noise Abatement  
27 Decision Report is included in this scope of services, but it is anticipated that no sound walls will result in a  
28 determination of reasonableness.

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**14. Noise Abatement Decision Report**

The ENVIRONMENTAL CONSULTANT will prepare a Noise Abatement Decision Report (NADR) analyzing the reasonable allowance for any barriers and respective barrier heights which meet the feasibility requirement and design goal discussed in the NSR.

The NADR will summarize reasonableness cost allowances for barriers determined to be feasible in the NSR and compare these allowances to the construction cost estimates for each barrier height to identify any reasonable barrier and the barrier heights to be included as abatement as part of the PROJECT, as well as address any non-acoustical factors that might affect the location of noise barriers. This scope assumes that all cost estimates for feasible walls will be provided by the CONSULTANT. As discussed, it is assumed that sound walls will not be considered viable due to non-acoustical factors, specifically access constraints to noise sensitive receptors along the alignment.

As sound walls are not anticipated due to non-acoustical factors, it is assumed that the preparation of noise barrier surveys will not be necessary. Should sound walls be found to be viable, additional scope and budget may be necessary.

**15. Visual Impact Assessment**

Because of the level of potential impact, and as determined by completing the California Department of Transportation's (Caltrans') Visual Impact Assessment Guide, a Minor Visual Impact Analysis (MVIA) is anticipated for the PROJECT, in lieu of a full visual impact assessment (VIA).

The analysis will be performed using methods and protocol developed by the Federal Highway Administration (FHWA) and adopted by Caltrans and will utilize Caltrans' MVIA annotated outline. The analysis will define the PROJECT location and setting; describe visual resources and resource change and viewer groups and viewer responses associate with the PROJECT; and evaluate potential visual impacts caused by the proposed PROJECT, including any proposed mitigation measures to reduce impacts. No photo simulations or graphics will be prepared, following Caltrans' MVIA template.

The ENVIRONMENTAL CONSULTANT will conduct a field visit to assess the existing visual resource conditions in the PROJECT area, for use in preparing the analysis. The field visit will photo inventory

1 existing conditions including viewpoints, notable visual resources, and the visual quality of the PROJECT  
2 area. This scope assumes that all necessary field investigations can be conducted by one  
3 ENVIRONMENTAL CONSULTANT staff person in one day (including travel time). If circumstances beyond  
4 the ENVIRONMENTAL CONSULTANT's control, such as adverse weather conditions (e.g., high wind,  
5 rain), preclude completing the field investigation in this time frame, a scope and cost modification may be  
6 required to complete the necessary fieldwork. After the field visit, the photographs will be downloaded and  
7 logged by location.

8 This scope of services assumes that the CONSULTANT will provide the following:

- 9 • Locations of any proposed tree and vegetation removal
- 10 • Locations of any structure removals
- 11 • Site design landscaping and lighting plans, if applicable
- 12 • Structure elevations and material and color themes for any proposed infrastructure

#### 13 14 **16. Scoping Questionnaire for Water Quality Issues**

15 The PROJECT site is located west of Temescal Wash, which is not an impaired water body. However, the  
16 Temescal Wash drains to the Prado Flood Control Basin, which is listed as impaired. Although the  
17 PROJECT would increase the impervious surfaces associated with an existing roadway, the PROJECT  
18 would comply with the COUNTY requirements related to implementing post construction BMPs, and no  
19 substantial water quality impacts are anticipated. The ENVIRONMENTAL CONSULTANT will prepare a  
20 Scoping Questionnaire for Water Quality Issues for the PROJECT based on the current Caltrans annotated  
21 outline for this document. The questionnaire will include responses to questions included for Existing  
22 Conditions, PROJECT Description and Impacts, and Temporary (Construction) Effects. It is assumed that  
23 no further water quality documentation, such as a Water Quality Assessment Report will be required given  
24 the limited scope of water quality impacts anticipated from the PROJECT's implementation. The water  
25 quality scoping questionnaire is anticipated to be completed via desktop research from available sources  
26 of information including topographic data, hydrologic characteristics of the site, erosion potential, along with  
27 engineering information on the existing and proposed impervious surface areas and proposed best  
28 management practices required by the COUNTY, and available technical reports prepared for the  
29 PROJECT.



1 The Scoping Questionnaire for Water Quality Issues will be prepared under the assumption that the  
2 PROJECT Stormwater Data Report and TPG, both prepared and provided by the CONSULTANT, will  
3 identify the total area of land disturbance; an estimate of the existing impervious surface area and the final  
4 proposed impervious surface area; as well as the intended operation-related Best Management Practices  
5 (BMPs) to include in the impact analysis to demonstrate that drainage and water quality during operation  
6 activities would not be adversely affected. It is assumed that any other required water related reports,  
7 agreements, and permits (COUNTY TPG, SWPPP, etc.) will be prepared and provided by the  
8 CONSULTANT.

9  
10 **17. OPTIONAL: Water Quality Assessment Report**

11 Depending on the results of the SQWQI a WQAR may be required. If a WQAR is required, then this will  
12 be prepared by CONSULTANT in conformance with CALTRANS guidelines. The WQAR will address  
13 surface water and groundwater resources within the project area. Readily available publicly held surface  
14 water and groundwater quality data will be used in preparing the WQAR. The WQAR will follow the WQAR  
15 template that is available on the CALTRANS SER at the time that the report is initiated. It is assumed that  
16 any other required water related reports, agreements, and permits (COUNTY TPG, SWPPP, etc.), including  
17 all information identified in Phase I, Preliminary Engineering, Section I, Preliminary Drainage Studies, and  
18 all subsections therein, will be prepared and provided to ENVIRONMENTAL CONSULTANT by the  
19 CONSULTANT.

20  
21 **D. ENVIRONMENTAL DOCUMENTATION FOR FIELD BORINGS AND POTHoles – CEQA CE – NEPA CE**

22 Upon completion of the environmental technical studies for biology (NES/MI), cultural (HPSR et al), and  
23 hazardous materials (ISA), and upon completion of the Geotechnical Exploration Location Exhibit, CALTRANS  
24 approval of ADL boring locations, and upon identification of utility pothole locations, the ENVIRONMENTAL  
25 CONSULTANT will prepare the environmental documentation for geotechnical field borings and utility potholes.  
26 A CALTRANS Categorical Exemption/Categorical Exclusion form (NEPA Categorical Exclusion [CE] portion  
27 only) will be prepared for CALTRANS approval addressing the geotechnical borings, ADL borings, and  
28 potholing that are needed prior to adoption of the environmental document for the Temescal Canyon Road  
29 Widening Project. As stated above, it is assumed that the NEPA CE will be prepared following CALTRANS



1 approval of the NES/MI, HPSR, and ISA for the PROJECT so that this information can be used to support the  
2 NEPA CE. It is assumed that the location, depth, and access information for all of the borings and potholing  
3 will be provided by CONSULTANT so that all of the borings/potholing can be addressed in a single NEPA CE.  
4 The CE will include a description of the activities and a brief discussion (two or three sentences) related to the  
5 biological, cultural, and hazardous materials related conditions related to the borings/potholing. No additional  
6 topics are assumed to be addressed in the NEPA CE. In addition, brief (one or two page) biological and cultural  
7 memoranda utilizing the approved NES/MI and HPSR will be attached to the NEPA CE to support the findings.  
8 Hazardous materials information will be directly incorporated into the NEPA CE from the ISA with no separate  
9 memorandum assumed. It is assumed that the COUNTY will prepare and adopt the CEQA CE. It is assumed  
10 that no permitting, WRMSHCP compliance, or any other activities/effort will be required related to the  
11 borings/potholing. If additional hazardous materials related site investigations and/or testing is needed based  
12 on the results of the ISA, then it is assumed that would be addressed in a separate CE/CE and a scope and  
13 fee would be provided for that effort prior to conducting that work.

14 ***Deliverables:***

- 15 • Draft and Final CE/CE (NEPA portion only)
- 16 • Draft and Final Brief Biological Technical Memorandum
- 17 • Draft and Final Brief Cultural Resources Technical Memorandum

18  
19 **E. ENVIRONMENTAL DOCUMENT**

20 **1. Draft Environmental Document – CEQA IS/MND – NEPA CE**

21 As previously described, it is assumed that the appropriate document for the proposed PROJECT will be an  
22 Initial Study/Mitigated Negative Declaration (IS/MND) and Categorical Exclusion. If a higher level CEQA or  
23 NEPA document is identified as the appropriate document for the proposed PROJECT based on the  
24 technical analyses performed, then this will be communicated to the COUNTY and PROJECT team and a  
25 scope and cost for performing this work will be submitted. It is assumed that a CEQA Checklist format will  
26 be utilized for the IS/MND.

27  
28 The scope of services for two technical areas to be addressed directly in the IS/MND, which are expected  
29 to require technical analyses are provided below. All other sections of the document will be prepared using

1 the information included in the technical studies that are prepared for the PROJECT or using existing,  
2 available information.

3 • Noise - Since the COUNTY is the CEQA Lead Agency, the peak noise hour modeling information  
4 previously described under Task 2.8 will be used to calculate an anticipated Community Noise  
5 Equivalent Level (CNEL) noise level by which to compare to the COUNTY's exterior 65 dBA  
6 CNEL/interior 45 dBA CNEL threshold against. Should the proposed improvements result in an  
7 exceedance of the COUNTY's standard, or any thresholds determined to be applicable, mitigation  
8 measures (where feasible) will be presented to reduce impacts to less than significant. It is assumed  
9 that significant impacts, with the incorporation of any feasible mitigation measures (if necessary), will not  
10 occur. This CEQA related noise information is not appropriate for including in the Noise Study Report  
11 and will only be included in the IS/MND.

12 • Paleontological Resources - A record search from the Western Science Center and the Natural History  
13 Museum of Los Angeles County will be obtained to determine if previous fossil localities are known  
14 within or near the PROJECT site. Available online databases, literature, and geologic maps will be  
15 reviewed to determine the paleontological and geological context of the PROJECT area and will map  
16 the PROJECT area onto high resolution geologic maps. A paleontological survey will be conducted  
17 that will consist of confirming the geologic units as mapped, recordation of any new fossil localities, and  
18 re-evaluation of previously recorded fossil localities, if any. The results of the paleontological  
19 assessment and the survey will be used to evaluate the significance of paleontological resources and  
20 to perform a paleontology sensitivity analysis. Available construction plans and geotechnical reports  
21 will be reviewed to identify the locations and activities where excavations will potentially impact sensitive  
22 geologic units. It is assumed that a Paleontological Mitigation Plan (PMP) will not be required for the  
23 PROJECT; however, this will need to be confirmed once the paleontology information has been  
24 obtained and evaluated. If a PMP is required, a scope and fee will be submitted to the COUNTY and  
25 the CONSULTANT for approval prior to conducting this work. This information will be directly  
26 incorporated into the IS/MND, and no separate paleontological report is assumed or included.

27 ***Deliverables:***

- 28 • Draft IS/MND (electronically to the COUNTY)
- 29 • Final Draft IS/MND and Comment/Response Matrix for approval by the COUNTY for circulation

1 electronically to the COUNTY)

- 2 • Environmental Commitments Record/Mitigation Monitoring and Reporting Program (ECR/MMRP)
- 3 (included as an appendix in each submittal of the IS/MND)
- 4 • Five (5) hard copies and one electronic (pdf) final Draft IS/MND for availability (it is assumed that
- 5 all filing with the State Clearinghouse will be done electronically, and no hard copies are assumed)
- 6 • Draft IS/EA (1) (electronically first to COUNTY and then to Caltrans)
- 7 • Draft IS/EA (2) and Comment Response Matrix (electronically to COUNTY and Caltrans)
- 8 • Draft IS/EA (3) and Comment Response Matrix (electronically to COUNTY and Caltrans)
- 9 • Final Draft IS/EA for approval to circulate and Comment/Response Matrix (electronically to
- 10 COUNTY and Caltrans)

11

12 a. Notice of Availability

13 For the proposed PROJECT, the ENVIRONMENTAL CONSULTANT will utilize a distribution list

14 developed with the COUNTY to distribute the document. The ROW CONSULTANT will provide a list

15 of owners and residents, along with their mailing addresses, within 500 feet of the proposed PROJECT

16 limits. The ENVIRONMENTAL CONSULTANT will prepare a combined Notice of Intent to adopt a

17 MND (NOI) in accordance with COUNTY requirements for publication in a newspaper of local circulation

18 (both English and Spanish), for posting at the Riverside County Clerk's office, and for distribution to

19 anyone who has filed a written request with the COUNTY. It is assumed that the notice will be a

20 combined NOI and Notice of Public Meeting (NPM). A draft notice will be provided to the COUNTY for

21 review and approval. The ENVIRONMENTAL CONSULTANT will coordinate publication of the notice

22 with the appropriate newspapers. A cost of \$5,000 for publishing of the notices is assumed. If the cost

23 is in excess of this amount, then the ENVIRONMENTAL CONSULTANT will notify the COUNTY, and

24 this will be billed to the COUNTY at cost for reimbursement. It is assumed that the technical studies

25 will not be included in the availability, but copies will be available if requested by anyone during the

26 public availability period. Hardcopies of the document and NOI/NPM will be provided to the availability

27 locations (COUNTY and libraries), digital media containing the document and a hard copy of the

28 NOI/NPM will be provided to other agencies and officials included on the distribution list (and anyone

29 else who specifically requests a copy of the document), and a copy of the NOI will be provided to

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1 property owners and residences within a 500-foot radius of the proposed PROJECT. A Draft State  
2 Clearinghouse Form (Notice of Completion & Environmental Document Transmittal) will be prepared  
3 and submitted to the COUNTY for review. The final form, along with the Draft IS/MND, will be submitted  
4 by the ENVIRONMENTAL CONSULTANT to the State Clearinghouse via CEQAnet (all submittals to  
5 CEQAnet will be made electronically and no hard copies are assumed to be submitted to the State  
6 Clearinghouse or included in this scope of services).

7  
8 One public information meeting will be held during the public availability period and that the  
9 ENVIRONMENTAL CONSULTANT's Project Manager, Environmental Lead, and two additional staff  
10 will be in attendance. The ENVIRONMENTAL CONSULTANT will prepare an "Environmental Process"  
11 board and up to three additional boards. The CONSULTANT will prepare up to four project related  
12 boards. The COUNTY and the CONSULTANT will be responsible for all activities and planning related  
13 to the public hearing (reserving a location, preparing materials, providing all supplies, setting up, and  
14 organizing the meeting, etc.). The ENVIRONMENTAL CONSULTANT will provide input and assist with  
15 review of materials prepared and will attend the public meeting. No other effort by the  
16 ENVIRONMENTAL CONSULTANT is assumed.

17 ***Deliverables:***

- 18 • Draft NOI (assumed to be transmitted electronically with no hard copies)
- 19 • Final NOI (200 copies)
- 20 • Draft and Final Notice of Completion & Environmental Document Transmittal
- 21 • Attendance at Public Meeting by the ENVIRONMENTAL CONSULTANT's Project Manager,  
22 Environmental Lead, and two additional staff

23  
24 b. Response to Comments

25 At the close of the public availability period for the Draft IS/MND, the ENVIRONMENTAL  
26 CONSULTANT will review and respond to all comments received. The comments will be responded  
27 to and incorporated directly into the Final IS/MND. It is assumed that no comments requiring legal  
28 review or requiring new analyses or from lawyers will be received.

29 ***Deliverables:***



- Responses to comments (included in Final IS/MND)

**2. Final Environmental Document – CEQA IS/MND – NEPA CE**

The ENVIRONMENTAL CONSULTANT will revise the IS/MND to respond to the comments and to document whether any changes to the PROJECT have occurred. The following submittals are assumed. If comments remain after the revised draft Final IS/MND then a revision workshop will be held to address any remaining comments.

***Deliverables:***

- Draft Final IS/MND for review (electronic copy to the COUNTY)
- Final IS/MND for review (electronic copy to the COUNTY)
- Two hard copies and an electronic copy of adopted Final IS/MND for COUNTY records/use

a. File Notice of Determination (CEQA)

The ENVIRONMENTAL CONSULTANT will prepare the Notice of Determination (NOD) in compliance with CEQA. It is assumed that the ENVIRONMENTAL CONSULTANT will file the NOD with the Office of Planning and Research (OPR). The NOD would also be posted with the Riverside County Clerk. This notice starts a statute of limitation period under CEQA. Using the standard NOD format, the NOD will include an identification of the PROJECT and its location, description of the PROJECT, date of agency approval, determination that the PROJECT will not have a significant effect on the environment, statement that a mitigated negative declaration has been prepared pursuant to the provisions of CEQA, and an address of where a copy of the MND may be examined. Along with the NOD a California Department of Fish and Game (CDFG) filing fee would also be filed. The CDFG filing fee has been included in the submitted cost estimate and is assumed to not exceed \$2,500.

***Deliverables:***

- Draft and Final Notice of Determination (all transmittals assumed to be done electronically)

b. NEPA Categorical Exclusion

Based on the environmental technical studies previously discussed a Categorical Exclusion (CE) will be prepared pursuant to NEPA. The ENVIRONMENTAL CONSULTANT will prepare the CE/CE form (NEPA portion only) in compliance with the latest format identified on Caltrans Standard Environmental



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1 Reference website for Caltrans approval. As part of the CE a brief (two to three sentence) summary of  
2 the findings of each of the technical studies will be included. No separate environmental document is  
3 assumed to be prepared to support the CE and none is included in this scope and cost. The  
4 Environmental Commitment Record included in the IS/MND will be attached to the CE that documents  
5 environmental commitments for the PROJECT. The ENVIRONMENTAL CONSULTANT will also  
6 prepare and submit the NEPA CE Checklist.

### ***Deliverables:***

- 8 • Draft and Final NEPA CE (all transmittals assumed to be done electronically)

### **3. OPTIONAL: Draft Environmental Document – CEQA IS/MND – NEPA EA/FONSI**

11 If an Environmental Assessment/Finding of No Significant Impact (EA/FONSI) is considered to be the  
12 appropriate NEPA document rather than a CE then the following scope would replace the previous CEQA  
13 document and NEPA document scopes in their entirety (i.e., Section E, Items 1 and 2 in this scope of  
14 services).

16 If a higher level CEQA or NEPA document is identified as the appropriate document for the proposed  
17 PROJECT based on the technical analyses performed, then this will be communicated to the COUNTY and  
18 PROJECT team and a scope and cost for performing this work will be submitted. It is assumed that a  
19 combined NEPA/CEQA document will be prepared following the Caltrans Annotated Outline for an IS/EA;  
20 however, the CEQA portion will only be reviewed by the COUNTY, while Caltrans will review and approve  
21 the NEPA portion. Each submittal of the Draft Environmental Document will include the External Quality  
22 Control Form and NEPA Checklist.

24 The scope of services for two technical areas to be addressed directly in the IS/MND portion of the IS/EA  
25 document, which are expected to require CEQA-specific technical analyses, are provided below. All other  
26 sections of the document will be prepared using the information included in the technical studies that are  
27 prepared for the PROJECT or using existing, available information.

- 29 • Noise - Since the COUNTY is the CEQA Lead Agency, the peak noise hour modeling information

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1 previously described under Task 2.8 will be used to calculate an anticipated Community Noise  
2 Equivalent Level (CNEL) noise level by which to compare to the COUNTY's exterior 65 dBA  
3 CNEL/interior 45 dBA CNEL threshold against. Should the proposed improvements result in an  
4 exceedance of the COUNTY's standard, or any thresholds determined to be applicable, mitigation  
5 measures (where feasible) will be presented to reduce impacts to less than significant. It is assumed  
6 that significant impacts, with the incorporation of any feasible mitigation measures (if necessary), will  
7 not occur. This CEQA related noise information is not appropriate for including in the Noise Study  
8 Report and will only be included in the IS/MND.

- 9
- 10 • Paleontological Resources - A record search from the Western Science Center and the Natural History  
11 Museum of Los Angeles County will be obtained to determine if previous fossil localities are known  
12 within or near the PROJECT site. Available online databases, literature, and geologic maps will be  
13 reviewed to determine the paleontological and geological context of the PROJECT area and will map  
14 the PROJECT area onto high resolution geologic maps. A paleontological survey will be conducted that  
15 will consist of confirming the geologic units as mapped, recordation of any new fossil localities, and re-  
16 evaluation of previously recorded fossil localities, if any. The results of the paleontological assessment  
17 and the survey will be used to evaluate the significance of paleontological resources and to perform a  
18 paleontology sensitivity analysis. Available construction plans and geotechnical reports will be reviewed  
19 to identify the locations and activities where excavations will potentially impact sensitive geologic units.  
20 It is assumed that a Paleontological Mitigation Plan (PMP) will not be required for the PROJECT;  
21 however, this will need to be confirmed once the paleontology information has been obtained and  
22 evaluated. If a PMP is required, a scope and fee will be submitted to the COUNTY and the  
23 CONSULTANT for approval prior to conducting this work. This information will be directly incorporated  
24 into the IS/MND, and no separate paleontological report is assumed or included.

#### ***Deliverables:***

- 26 • Draft IS/EA (1) for the COUNTY review first and then Caltrans Generalist Review (electronically to the  
27 COUNTY and Caltrans)
- 28 • Draft IS/EA (2) for COUNTY and Caltrans Generalist Review (electronically to the COUNTY and  
29 Caltrans)

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- 1 • Draft IS/EA (3) for COUNTY review, Caltrans Generalist concurrence, and Caltrans NEPA QC review  
2 (electronically to the COUNTY and Caltrans)
- 3 • Final Draft IS/EA for Caltrans review, and Caltrans NEPA QC concurrence and approval (electronically  
4 to the COUNTY and Caltrans)

5  
6 a. Notice of Availability

7 For the proposed PROJECT, the ENVIRONMENTAL CONSULTANT will utilize a distribution list  
8 developed with the COUNTY to distribute the document. It is assumed that the CONSULTANT's ROW  
9 CONSULTANT or the COUNTY will provide a list of owners and residents, along with their mainlining  
10 addresses, within 500 feet of the proposed PROJECT limits. The ENVIRONMENTAL CONSULTANT  
11 will prepare a combined Notice of Availability/Notice of Intent to Adopt a Mitigated Negative  
12 Declaration/Notice of Public Meeting (Notice). It is assumed that the notice will be developed in English  
13 and Spanish. The Notice must be published in a local newspaper of public circulation (both English  
14 and Spanish) and filed with the Riverside County Clerk (a filing fee of \$50 is assumed). The Draft IS/EA  
15 will require a public availability period. It is assumed that the technical studies will not be included in  
16 the availability, but copies will be available if requested by anyone during the public availability period.  
17 Hardcopies of the document and Notice will be provided to the availability locations (Caltrans,  
18 COUNTY, libraries), a CD containing the Draft IS/EA and a hard copy of the Notice will be provided to  
19 other agencies and officials included on the distribution list (and anyone else who specifically requests  
20 a copy of the document), and a copy of the Notice will be provided to property owners and residences  
21 within a 500-foot radius of the proposed PROJECT using the list developed by the CONSULTANT'S  
22 ROW CONSULTANT. A cost of \$5,000 for publishing of the notices is assumed. If the cost is in excess  
23 of this amount, then the ENVIRONMENTAL CONSULTANT will notify the COUNTY, and this will be  
24 billed to the COUNTY at cost for reimbursement. A Draft State Clearinghouse Form (Notice of  
25 Completion & Environmental Document Transmittal) will be prepared and submitted to the COUNTY  
26 and Caltrans for review. The final form, along with the Draft IS/EA, will be submitted by the  
27 ENVIRONMENTAL CONSULTANT to the State Clearinghouse via CEQAnet (all submittals to  
28 CEQAnet will be made electronically and no hard copies are assumed to be submitted to the State  
29 Clearinghouse or included in this scope of services).

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1 One public information meeting will be held during the public availability period and that the  
2 ENVIRONMENTAL CONSULTANT's Project Manager, Environmental Lead, and two additional staff  
3 will be in attendance. The ENVIRONMENTAL CONSULTANT will prepare an "Environmental  
4 Process" board and up to three additional boards. The CONSULTANT will prepare up to four project  
5 related boards. The COUNTY and the CONSULTANT will be responsible for all activities and planning  
6 related to the public hearing (reserving a location, preparing materials, providing all supplies, setting  
7 up, organizing the meeting, and providing a court reporter, etc.). The ENVIRONMENTAL  
8 CONSULTANT will provide input and assist with review of materials prepared and will attend the public  
9 meeting. No other effort by the ENVIRONMENTAL CONSULTANT is assumed.

10 ***Deliverables:***

- 11 • Draft Notice (assumed to be transmitted electronically with no hard copies)
- 12 • Final Notice (200 copies)
- 13 • Draft and Final Notice of Completion & Environmental Document Transmittal
- 14 • Draft IS/EA Distribution (assumes distribution of up to 100 CDs with notices)
- 15 • Five (5) hard copies and one electronic (pdf) final Draft IS/EA for availability (it is assumed that  
16 all filing with the State Clearinghouse will be done electronically, and no hard copies are  
17 assumed)
- 18 • Attendance at Public Meeting by the ENVIRONMENTAL CONSULTANT's Project Manager,  
19 Environmental Lead, and two additional staff

20  
21 b. Response to Comments

22 At the close of the public availability period for the Draft IS/EA, the ENVIRONMENTAL CONSULTANT  
23 will review and respond to all comments received. In addition, ICF will attend a meeting with the  
24 COUNTY and Caltrans staff to review any written comments on the Draft Environmental Document that  
25 were received and to discuss potential responses to these comments, if the comments received warrant  
26 such a meeting. Otherwise, the comments will be responded to and incorporated directly into the Final  
27 IS/EA. It is assumed that no comments regarding legal review or requiring new analyses or from  
28 lawyers will be received.  
29



**Deliverables:**

- Responses to comments (included in Final IS/EA)

**4. OPTIONAL: Final Environmental Document – CEQA IS/MND – NEPA EA/FONSI**

Following preparation of the comment responses, the ENVIRONMENTAL CONSULTANT will revise the IS/EA to document the circulation period and coordination, and if any changes to the PROJECT have occurred. ICF, in consultation with the PROJECT team, will provide appropriate documentation, within the Final IS/EA, to identify and document the identification of the preferred alternative in compliance with the direction provided on the SER, NEPA, and CEQA. Also, included will be a Draft Finding of No Significant Impact (FONSI), if requested by Caltrans. The following submittals and deliverables for the Final IS/EA/MND area assumed. Each submittal will include a response to comments document along with the External Quality Control (QC) Certification and Environmental Document (ED) Review Checklist.

**Deliverables:**

- Draft Final IS/EA (1) to the COUNTY first and then to Caltrans for review (electronically to the COUNTY and Caltrans)
- Draft Final IS/EA (2) to the COUNTY and Caltrans for review (including Caltrans NEPA Quality Control review) (electronically to the COUNTY and Caltrans)
- Final IS/EA to electronically to the COUNTY and Caltrans for review/concurrence (electronically to the COUNTY and Caltrans)
- Final signed IS/EA/MND/FONSI for electronically to the COUNTY and Caltrans files (2 hardcopies and electronic copy each)

a. File Notice of Determination (CEQA)

The ENVIRONMENTAL CONSULTANT will prepare the Notice of Determination (NOD) in compliance with CEQA. It is assumed that the ENVIRONMENTAL CONSULTANT will file the NOD with the Office of Planning and Research (OPR). The NOD would also be posted with the Riverside County Clerk. This notice starts a statute of limitation period under CEQA. Using the standard NOD format, the NOD will include an identification of the PROJECT and its location, description of the PROJECT, date of agency approval, determination that the PROJECT will not have a significant effect on the environment,



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1 statement that a mitigated negative declaration has been prepared pursuant to the provisions of CEQA,  
2 and an address of where a copy of the MND may be examined. Along with the NOD a California  
3 Department of Fish and Game (CDFG) filing fee would also be filed. The CDFG filing fee has been  
4 included in the submitted cost estimate and is assumed to not exceed \$2,500.

5 ***Deliverables:***

- 6 • Draft and Final Notice of Determination (all transmittals assumed to be done electronically)

7  
8 b. Federal Register Statute of Limitations Notice (NEPA)

9 ICF will prepare a notice for publication in the Federal Register by FHWA to start the NEPA statute of  
10 limitations. This notice will be prepared in compliance with the SER, and it is assumed that a Draft and  
11 Final version of the notice will be prepared, and that coordination and publication of the notice will be  
12 the responsibility of Caltrans and FHWA.

13  
14 ***Deliverables:***

- 15 • Draft and Final Register Notice (all transmittals assumed to be done electronically)

1 **III. PHASE III - FINAL ENGINEERING**

2 **A. GENERAL**

3 The CONSULTANT will provide professional and technical engineering services necessary to complete the  
4 construction plans, specifications, and estimate. The design plans will be submitted to the COUNTY for review  
5 at the 65%, 95%, and 100% completion stages. Construction plans will be based upon Riverside County  
6 Ordinance 461 Roadway Standards. Standards from other agencies for which the COUNTY has a standard will  
7 not be used.

8

9 **B. FINAL UTILITY COORDINATION**

10 The intent of the COUNTY is that the services of the CONSULTANT and the UTILITIES CONSULTANT shall  
11 be complete and “turn-key” with respects to all utility coordination matters including complete coordination for  
12 the protection and relocation of existing facilities as described herein, as well as coordination, preparation of  
13 applications, and other matters pertaining to the relocation and installation of water and electric services, except  
14 for those procedures that must be performed by the COUNTY.

15

16 The UTILITIES CONSULTANT shall coordinate with utility owners, the CONSULTANT, and COUNTY staff with  
17 respect to all utility related matters. The UTILITIES CONSULTANT shall provide copies of all correspondence  
18 with utility companies and other utility related information to the CONSULTANT and the COUNTY.  
19 Correspondence, as described herein, shall be prepared by the UTILITIES CONSULTANT for either the  
20 CONSULTANT’s or the COUNTY’s signature, as appropriate, and as directed by the COUNTY’s Project  
21 Manager. COUNTY forms shall generally be utilized by the UTILITIES CONSULTANT.

22

23 The UTILITY CONSULTANT will complete the following Final Utility Coordination tasks.

24

25 **1. Incorporate Pothole Data**

26 Given COUNTY Survey of existing potholed utilities, adjust and refine utility locations on the plans and  
27 in the CADD files.

28

29 The CONSULTANT shall evaluate the potholing data and shall include the information on the utility

1 plans in table format, with numbered or letter references to the location of the location of the potholes.  
2 The CONSULTANT shall determine whether the facilities are in conflict and the limits of the conflict,  
3 both of which shall be shown on the utility plans with construction notes.  
4

5 **2. Computer Modeling For Critical Utilities**

6 Please note that several existing utilities will likely be in critical locations affecting the design of roadway  
7 and drainage facilities. In order to support the roadway and drainage final design efforts, the UTILITIES  
8 CONSULTANT will input into MicroStation InRoads (i.e., the roadway design model) horizontal and vertical  
9 alignments for up to five utilities. These alignments will be corrected/adjusted given existing utility pothole  
10 survey data.  
11

12 **3. Update Utility Plans**

13 Update utility plans, legends, and notes and prepare a utility details plan sheet for a utility pothole location  
14 data table.  
15

16 Known utility conflicts shall be shown on the plans with construction notes indicating action to be taken and  
17 by whom. Inventory numbers of poles, vaults, and other surface facilities shall be shown on the plans for  
18 those facilities that have such numbers attached to the facility and as provided on the owner's inventory  
19 maps.  
20

21 **4. Prepare Utility Letter No. 2**

22 Upon receipt of 65% plans from the CONSULTANT (including any design refinements to reduce or eliminate  
23 utility conflicts), prepare utility conflict exhibits, identifying and highlighting in color the utility relocations  
24 needed for the PROJECT. Separate color utility conflict exhibits will be prepared for each utility company  
25 that has identified utility conflicts. Up to 12 color utility conflict exhibits are anticipated and included. Prepare  
26 a utility data table to be included in the special provisions. This data table will provide:

- 27 • Description of utility to be relocated
- 28 • Location of utility (station)
- 29 • Site preparation requirements

- 1 • Advanced notification days (calendar days)
- 2 • Working days for owner relocations

3

4 Prepare Utility Letter No. 2 and submit letter, exhibits, and utility data table for the COUNTY 's signature.

5 Upon receipt of the COUNTY signed letter(s), distribute (electronically or via certified mail): utility letter,

6 exhibits, and data table to all utility owners.

7

8 Please note that the Utility Letter No. 2 for SCE also will include:

- 9 • Power pole summary table listing all power poles including station, power pole number, and indicating
- 10 (highlighting) power poles to be relocated.
- 11 • Roadway cross sections at each power pole showing the existing roadway and existing power pole and
- 12 new roadway finished surface, grading, and proposed relocated power pole location. These cross
- 13 sections will be prepared by the CONSULTANT.
- 14 • CADD files showing existing topography, power poles, overhead lines, and new roadway geometry and
- 15 other features. This file will be in AutoCADD format and conform to SCE CADD requirements to the
- 16 extent practicable.

17

18 **5. Design Coordination Meetings with Utility Owners**

19 Within 30 days of distributing utility letters, contact the utility owners and set up design coordination

20 meetings with the COUNTY and the CONSULTANT. The following meetings are anticipated:

- 21 • Southern California Edison (SCE) and 3<sup>rd</sup> Party Telecommunication Companies
- 22 • Southern California Gas (SCG)
- 23 • Targasco
- 24 • City of Corona
- 25 • Temescal Valley Water District
- 26 • Elsinore Valley Municipal Water District (EVMWD)
- 27 • Santa Ana Watershed Project Authority (SAWPA)
- 28 • Metropolitan Water District of Southern California

29 Two meetings with each agency as listed above are anticipated and included.

1 Please note that utility relocation designs are anticipated to be complicated by each utility owner and utility  
2 relocation designs are not included.

3  
4 **6. Additional Utility Coordination**

5 The UTILITIES CONSULTANT shall provide written responses to utility companies regarding stated  
6 concerns. Unresolved issues shall be brought to the attention of the COUNTY PROJECT MANAGER and  
7 the COUNTY utility coordination staff as early as practical. Utility conflict issues shall be resolved prior to  
8 the completion of the final design plans as follows:

- 9 • The UTILITIES CONSULTANT through the COUNTY staff, shall identify any significant conflicts and  
10 discuss with the respective utility owners.
- 11 • Reasonable efforts shall be taken to accommodate utility company requests for minor design changes  
12 to accommodate their facilities. The UTILITIES CONSULTANT understands that the utility companies  
13 are generally operating within the COUNTY ROW but may have prior rights to that of the COUNTY.

14  
15 **7. Utility Coordination for New Water Services**

16 If a new water service is needed, the UTILITIES CONSULTANT shall provide support as directed by the  
17 COUNTY. Such support includes, but is not limited to, the following responsibilities:

- 18 • Obtain approved water service point from the serving water company for each water meter to be  
19 installed and identify requirements that the serving water company has for the provision of service.  
20 Coordinate with water company with respect to design issues associated with the provision of service.  
21 Coordinate with serving water company to fulfill serving water company requirements as appropriate,  
22 including preparation of utility company forms and submission to the COUNTY for execution. Advise  
23 the COUNTY of requirements that are beyond the scope of the CONSULTANT and UTILITIES  
24 CONSULTANT (e.g., execution of applications for service). However, the CONSULTANT and  
25 UTILITIES CONSULTANT is expected to provide turn-key service.

26  
27 **8. Utility Coordination for New Electrical Services**

28 If a new electrical service is needed, the UTILITIES CONSULTANT shall provide support as directed by  
29 the COUNTY. Such support includes, but is not limited to, the following responsibilities:



*Temescal Canyon Road Widening Project - El Cerrito Segment*

- Obtain approved electrical service point from the serving electric company for each service equipment enclosure to be installed and identify requirements that the serving electric company has for the provision of service. Coordinate with electric company with respect to design issues associated with the provision of service. Coordinate with serving electric company to fulfill serving electric company requirements as appropriate, including preparation of all utility company forms and submission to the COUNTY for execution. Advise the COUNTY of requirements that are beyond the scope of the CONSULTANT and UTILITIES CONSULTANT (e.g., execution of applications for service). However, CONSULTANT and UTILITIES CONSULTANT is expected to provide turn-key service.
- Notify serving electric company that Electrical Safety Orders clearance requirements must be met (10' radial clearance between 12kv overhead electrical facilities and signal poles and mast arms, and greater clearance for higher voltage electrical facilities). Show such clearance conflicts on the plans with construction notes.
- Submit plans indicating proposed service connection locations to serving electric company for approval (service equipment enclosure, conduit runs, riser quadrant, pole number, and connections to vaults as appropriate).
- Provide detailed load calculations to serving electric company, with a copy to the COUNTY, which provides calculations of the normal and maximum expected loads.

**9. Prepare Utility Letter No. 3**

Upon receipt of 95% plans from the CONSULTANT, update utility conflict exhibits and utility data table; prepare Utility Letter No. 3; and submit letter, exhibits, and utility data table for the COUNTY's signature. Upon receipt of the COUNTY signed letter(s), distribute (electronically or via certified mail): utility letter, exhibits, and data table, to all utility owners.

**C. TRAFFIC DESIGN – SIGNALIZED INTERSECTIONS**

The TRAFFIC DESIGN CONSULTANT will furnish Traffic Signal Modification Plans at a scale of 1" = 20' for the following intersections with Temescal Canyon Road:

- El Cerrito Road / New Minnesota Road – in an aligned configuration as determined in the Preliminary Engineering Phase.
- Old Minnesota Road / New Minnesota Road, please note this signal will be interconnected to the Temescal Canyon Road / El Cerrito Road / New Minnesota Road signal.
- OPTIONAL: Jolora Avenue / Grant Street
- Tom Barnes Street – please note that no traffic signal changes are anticipated, and none are included.
- Cajalco Road – please note that no traffic signal changes are anticipated, and none are included.

In summary, two traffic signal modification plans are anticipated and included. Traffic signal modification plans will be prepared for the 65% Plans, 95% PS&E, 100% PS&E, and the Final PS&E submittals. The TRAFFIC DESIGN CONSULTANT will provide comments to the COUNTY's provided base specifications and will update the CONSULTANT's estimate for the three intersections for the 95%, 100% and Final PS&E submittals.

Assumptions for Traffic Signal Modification Plans:

- Utility relocation design is not required and is excluded.
- Signal timing development is assumed not required and is excluded.
- Signal interconnect design is assumed not required and is excluded.
- Temporary traffic signal plans are assumed excluded.
- Signal timing adjustments, programming and/or work on controller cabinets are excluded.
- Custom foundation design and/or structural calculation are excluded. The COUNTY's standard plans will be used.
- Any permitting process or fee will be done or paid by others.

If the Build Alternative includes a roundabout at the one intersection location, then the ROUNDABOUT CONSULTANT will provide the street light locations and photometric calculations for the roundabout to be included in the Street Light Location Plans prepared by the TRAFFIC DESIGN CONSULTANT.

1 **D. OPTIONAL: TRAFFIC DESIGN – ROUNDABOUTS**

2 If the Build Alternative includes a roundabout at the one intersection location, then the ROUNDABOUT  
3 CONSULTANT will provide design support to the CONSULTANT through the Final Engineering Phase for the  
4 65% Plans submittal and the 95%, 100%, and Final PS&E submittals. Design support will include:

- 5 • Consultation with NCM to maintain consistency with the conceptual design prepared during the GAD phase;
- 6 • Review of fast path speeds, design vehicle movements, intersection and stopping sight distance;
- 7 • Review of pedestrian and bicycle features;
- 8 • Review of horizontal alignment of approach treatments;
- 9 • Review of vertical alignment and cross-section;
- 10 • Review of construction staging and traffic control;
- 11 • Review proposed street lighting design at the roundabouts; and
- 12 • Review of proposed signing and pavement delineation.

13 Design plans will be to the ROUNDABOUT CONSULTANT in both PDF and MicroStation CADD format for  
14 review. Red-line markups of the proposed design will be provided in electronic form.

15 ***Deliverables:***

- 16 • Bullet-point summary of findings of review and transmit electronically with scans of mark-ups to NCM via  
17 brief memorandum.

18  
19 **E. OPTIONAL: LANDSCAPE DESIGN – ROUNDABOUTS**

20 If the Build alternative includes a roundabout at the one intersection location, then the LANDSCAPE ARCHITECT  
21 will prepare irrigation and planting/hardscape construction plans for the roundabout(s). These plans will be  
22 developed at 1" = 20' scale and will show:

- 23 • New irrigation facilities with sprinkler heads, irrigation pipe layouts (schematically) and pipe sizes.
- 24 • Sprinkler schedule
- 25 • Irrigation sleeves
- 26 • Irrigation details
- 27 • Irrigation water point of connection and connection details.
- 28 • New planting and hardscape layouts.

- Plant list and planting specifications.
- Planting details

Four irrigation plans (one plan, one sprinkler schedule, and two irrigation details) are anticipated and included.

Four planting plans (one plan, one plant list and planting specifications, and two planting details) are anticipated and included.

#### **F. GEOTECHNICAL REVIEWS**

The GEOTECHNICAL CONSULTANT will review the 100% completed plans, specifications, and estimate for conformance with the recommendations contained in the Geotechnical Design Report and provide a written letter to the CONSULTANT.

#### **G. DRAINAGE DESIGN**

##### **1. Develop Drainage Design Recommendations**

Review the final intersection and roadway layouts and complete the hydrologic, initial hydraulic calculations. Hydrology and hydraulic analysis will be performed according to Riverside County Flood Control and Water Conservation District (RCFC&WCD) standards. Develop drainage system recommendations for the new roadway pavement limits. Provide catch basin locations and sizes, drainage system layouts, and pipe sizes. Include street depth of flow calculations demonstrating that the 10-year storm will be contained within the new top of curb and that the 100-year storm will be contained within the roadway ROW.

##### **2. Drainage Analysis for 65% Plans and Draft Report**

Upon the CONSULTANT'S completion of the 65%, review the drainage plans and profiles and update the drainage analysis as required. Prepare the Draft Drainage Design Report for submittal to the COUNTY.

1 **3. Drainage Analysis for 95% Plans and Update Draft Report**

2 Upon the CONSULTANT'S completion of the 95%, review the drainage plans and profiles and update the  
3 drainage analysis as required. Update the Draft Drainage Design Report, if needed, for submittal to the  
4 COUNTY.

5  
6 **4. Drainage Analysis for 100% Plans and Final Report**

7 Upon the CONSULTANT'S completion of the 100%, review the drainage plans and profiles and update the  
8 drainage analysis as required. Prepare the Final Drainage Design Report, for submittal to the COUNTY.  
9 Complete one update to the Final Drainage Design Report, given any comments from the COUNTY.

10 ***Deliverables:***

- 11
- 12 • A Draft Drainage Design Report will be prepared for the 65% Plans submittal
  - 13 • An Updated Draft Drainage Design Report will be prepared for the 95% PS&E submittal.
  - 14 • A Final Drainage Design Report will be submitted for the 100% PS&E submittal.
  - 15 • An Updated Final Drainage Design Report will be submitted for the Final PS&E submittal.
  - 16 • Two hard copies and one digital copy will be provided for each submittal.

17 **H. ROADWAY DESIGN**

18 **1. CONSTRUCTION PLAN SET – 65% Plans Submittal**

- 19 a. Update the roadway geometrics given any comments from the COUNTY regarding the intersection  
20 and roadway layouts, ROW requirements, and cost analysis.
- 21 b. Update the roadway design model, alignments, profiles, superelevation, templates, and cross  
22 sections given any comments from the COUNTY regarding the intersection and roadway layouts,  
23 ROW requirements, and cost analysis. Prepare roadway cross sections at 25' intervals for Temescal  
24 Canyon Road and side streets: La Gloria Street, Coronita Street, Jolora Avenue, Grant Street,  
25 Minnesota Road, El Cerrito Road and Envoy Avenue. Approximately 80 sheets of cross sections will  
26 be prepared.
- 27 c. Receive and review the Geotechnical Design Report for roadway and retaining wall  
28 recommendations.
- 29 d. Prepare 65% Plans consisting of the following sheets as shown on the next page:



*Temescal Canyon Road Widening Project - El Cerrito Segment*

Sheet Name	Description	Sheet Count
Title Sheet & Index of Drawings		1
Key Map & Notes		1
Survey Control		1
Typical Sections	Three sections per sheet	6
	<b>Subtotal</b>	<b>9</b>
Street Improvement Plans	1" =40' Scale Plan and Profile – Temescal Canyon Road-Tom Barnes St to Envoy Ave	7
	Temescal Canyon Rd – Just North of Cajalco Rd	1
	La Gloria St	1
	Jolora Ave	1
	Grant St	1
	Minnesota Rd	1
	<b>Street Improvements Plans Subtotal</b>	<b>12</b>
Construction Details	Typical for Driveways, Sidewalks, Etc.	2
	1" =20' Scale - Intersections	5
	1" =10' Scale – Driveways 71 Driveways Total - Two Driveways per sheet	36
	1"=10' Scale On-Site Improvements	20
	<b>Construction Details Subtotal</b>	<b>63</b>
Erosion Control Plans	1" =40' Scale - Double Stacked Plan Sheets includes permanent BMPs	6
Drainage Plan & Profile	1" =40' Scale Plan and Profile	12
Drainage Details	(Not included in 65% plans)	
Utility Plans	1" =40' Scale Double Stacked Plan Sheets	6
Utility Plans – Pothole Data		1
Pavement Delineation & Signing	1" =40' Scale Double Stacked Plan Sheets	6
Retaining Wall Plans & Details	1" =20' Scale Plan, Elevation, Typical Section and Details	4
OPTIONAL: Irrigation Plans	Plan, Sprinkler Schedule, and Details	4
OPTIONAL: Planting Plans	Plan, Plant List and Specifications, and Details	4
Traffic Signal	1" =20' Scale Plans for: El Cerrito Road / New Minnesota Road Old Minnesota Road / New Minnesota Road  OPTIONAL: Jolora Ave/ Grant Street	3
Construction Staging Plans	(Not included in 65% plans)	
Reference Standard Plans	(Not included in 65% plans)	
	<b>Subtotal</b>	<b>46</b>
	<b>Total Sheets</b>	<b>130</b>

## *Temescal Canyon Road Widening Project - El Cerrito Segment*

- 1 e. Given updated utility plans and CADD files with utility pothole data incorporated and computer  
2 modeling for critical utilities, review the roadway and drainage designs for any modifications that  
3 would reduce or eliminate utility conflicts
- 4 f. Upon completion of drainage plans and profiles, coordinate with the DRAINAGE CONSULTANT to  
5 complete the drainage analysis and Draft Drainage Report as described elsewhere in this Scope of  
6 Services.
- 7 g. Please note that a retaining wall is anticipated along Temescal Canyon Road for APN 279-062-012.  
8 Due to ROW constraints and the expected height of the wall, a special structural design will be  
9 required for this wall.
- 10 h. Update ROW Requirements Maps and coordinate with the SURVEY CONSULTANT to begin  
11 preparation of the plat maps and legal descriptions.
- 12 i. Prepare Street Light Location Plans, seven sheets at 1" = 40' scale as 22"x 34" standalone exhibits.  
13 Coordinate with the UTILITIES CONSULTANT to deliver exhibits to SCE for their use in planning new  
14 streetlights and the electrical service point connections.
- 15 j. Complete QA / QC review of the 65% plans submittal and make corrections.
- 16 k. Assemble and submit the 65% plans submittal. Meet with the COUNTY to obtain comments.

### ***Deliverables:***

- 18 • 65% Plans
- 19 • Cross Sections
- 20 • Draft Geotechnical Design Report
- 21 • Draft Drainage Report
- 22 • Updated ROW Requirements Map
- 23 • Street Light Location Plans

## **2. CONSTRUCTION PLAN SET - 95% Plans, Specifications and Estimate (PS&E) Submittal**

- 25 a. Update the roadway geometrics given any comments from the COUNTY regarding 65% plans  
26 submittal.
- 27 b. Update the roadway design model, alignments, profiles, superelevation, templates, cross sections  
28 given any comments from the COUNTY regarding 65% plans submittal.  
29

*Temescal Canyon Road Widening Project - El Cerrito Segment*

1

- c. Update and prepare 95% plans consisting of the following sheets as shown on the next page:

**Temescal Canyon Road Widening Project - El Cerrito Segment**

Sheet Name	Description	Sheet Count
Title Sheet & Index of Drawings		1
Key Map & Notes		1
Survey Control		1
Typical Sections	Three sections per sheet	6
	<b>Subtotal</b>	<b>9</b>
Street Improvement Plans	1" =40' Scale Plan and Profile – Temescal Canyon Road-Tom Barnes St to Envoy Ave	7
	Temescal Canyon Rd – Just North of Cajalco Rd	1
	La Gloria St	1
	Jolora Ave	1
	Grant St	1
	Minnesota Rd	1
	<b>Street Improvements Plans Subtotal</b>	<b>12</b>
Construction Details	Typical for Driveways, Sidewalks, Etc.	2
	1" =20' Scale - Intersections	5
	1" =10' Scale – Driveways 71 Driveways Total - Two Driveways per sheet	36
	1"=10' Scale On-Site Improvements	20
	<b>Construction Details Subtotal</b>	<b>63</b>
Erosion Control Plans	1" =40' Scale - Double Stacked Plan Sheets includes permanent BMPs	6
Drainage Plan & Profile	1" =40' Scale Plan and Profile	12
Drainage Details		8
Utility Plans	1" =40' Scale Double Stacked Plan Sheets	6
Utility Plans – Pothole Data		1
Pavement Delineation & Signing	1" =40' Scale Double Stacked Plan Sheets	6
Retaining Wall Plans & Details	1" =20' Scale Plan, Elevation, Typical Section and Details	4
OPTIONAL: Irrigation Plans	Plan, Sprinkler Schedule, and Details	4
OPTIONAL: Planting Plans	Plan, Plant List and Specifications, and Details	4
Traffic Signal	1" =20' Scale Plans for: El Cerrito Road / New Minnesota Road Old Minnesota Road / New Minnesota Road OPTIONAL: Jolora Ave/ Grant Street	3
Construction Staging Plans	1" =40' Scale - Single Stacked 2 Construction Stages	22
Reference Standard Plans	Plan sheets affixed with non-COUNTY standard plans	8
	<b>Subtotal</b>	<b>84</b>
	<b>Total Sheets</b>	<b>168</b>

*Temescal Canyon Road Widening Project - El Cerrito Segment*

- 1 d. Update ROW Requirements Maps and coordinate with SURVEY CONSULTANT, if needed.
- 2 e. The CONSULTANT will review the COUNTY prepared and furnished general provisions and base
- 3 special provisions and edit the special provisions suitably to address the specific PROJECT
- 4 requirements.
- 5 f. Prepare the Engineer's Estimate. Specific tasks include:
- 6 • Coordinate with the COUNTY and update the preliminary bid items completed for the Cost
- 7 Analysis in the Preliminary Engineering Phase.
- 8 • Develop quantities for the various bid items. Document the derivations, calculations, and
- 9 summaries in a quantity back-up notebook with Excel spreadsheets and quantity maps
- 10 • Prepare the Engineer's Estimate. List the construction bid items, quantities, unit prices, and total
- 11 bid item costs. Unit prices will be the same as used for the Cost Analysis. Include a contingency
- 12 percentage and an escalation factor to obtain costs for the estimated mid-point of construction.
- 13 • Coordinate with the COUNTY to identify and include any alternate bid schedules including bid
- 14 items, unit prices, and total bid item costs. Inclusion of alternative bid items may require that
- 15 cooperative agreements be prepared by the COUNTY between the COUNTY and others. the
- 16 CONSULTANT will provide information and exhibits as required to support the preparation of
- 17 cooperative agreements, if needed.
- 18 g. Complete QA / QC review of the 95% PS&E submittal and make corrections.
- 19 h. Assemble and submit the 95% PS&E submittal. Meet with the COUNTY to obtain comments.

20 ***Deliverables:***

- 21 • 95% Plans
- 22 • Cross Sections
- 23 • Updated Draft Geotechnical Report, if needed
- 24 • Updated Draft Drainage Report, if needed
- 25 • Updated ROW Requirements Maps, if needed
- 26 • Edited General and Special Provisions
- 27 • Engineers Estimate with Alternate Bid Schedules, and Quantities Back-Up Notebook
- 28
- 29



3. CONSTRUCTION PLAN SET - 100% PS&E Submittal

- a. Update the roadway geometrics given any comments from the COUNTY regarding 95% PS&E submittal.
- b. Update the roadway design model, alignments, profiles, superelevation, templates, and cross sections given any comments from the COUNTY regarding 95% PS&E submittal.
- c. Update and prepare 100% plans consisting of the same sheets listed for the 95% Plans, Specifications and Estimate submittal.
- d. Coordinate with the DRAINAGE CONSULTANT, if needed, due to any changes to the drainage plans and profiles to complete the drainage analysis and Final Drainage Report.
- e. Update ROW Requirements Maps and coordinate with SURVEY CONSULTANT, if needed.
- f. Coordinate with the GEOTECHNICAL CONSULTANT and obtain the final geotechnical report. Provide a set of the 100% plans, specifications, and estimate to the GEOTECHNICAL CONSULTANT for review and obtain a letter from the GEOTECHNICAL CONSULTANT stating that the plans, specifications and estimate are consistent with the geotechnical report's recommendations.
- g. Review and update the general provisions and special provisions. Provide the following supplemental documents for the bidder's information:
  - Cross Sections
  - Final Geotechnical Report
- h. Review and update the quantities, quantity back-up notebook and the Engineer's estimate.
- i. Complete QA / QC review of the 100% PS&E submittal and make corrections.
- j. Assemble and submit the 100% PS&E submittal. Meet with the COUNTY to obtain comments.

**Deliverables:**

- 100% Plans
- Cross Sections
- Final Geotechnical Report with PS&E concurrence letter
- Final Drainage Report
- Updated ROW Requirements Map, if needed
- Edited General and Special Provisions
- Engineer's Estimate with Alternate Bid Schedules, and Quantities Back-Up Notebook

1 **4. CONSTRUCTION PLAN SET - Final PS&E Submittal**

- 2 a. Update the roadway geometrics given any comments from the COUNTY regarding 100% PS&E
- 3 submittal.
- 4 b. Update the roadway design model, alignments, profiles, superelevation, templates, cross sections,
- 5 and for any given comments from the COUNTY regarding 100% PS&E submittal.
- 6 c. Update plans, general and special provisions, quantities, and the Engineer's estimate.
- 7 d. Update the Final Geotechnical and Drainage Reports, if needed.
- 8 e. Complete QA / QC review of the Final PS&E submittal and make corrections.
- 9 f. Assemble and submit the Final PS&E submittal.

10 ***Deliverables:***

- 11 • Final Plans
- 12 • Cross Sections
- 13 • Revised Final Geotechnical Report, if needed
- 14 • Revised Final Drainage Report, if needed
- 15 • Edited General and Special Provisions
- 16 • Engineers Estimate with Alternate Bid Schedules, and Quantities Back-Up Notebook
- 17

18 **I. COORDINATION WITH COUNTY TRAFFIC SIGNING & STRIPING**

19 The CONSULTANT will coordinate with COUNTY Traffic Signing and Striping during the Final Engineering

20 phase of the PROJECT.

21

22 **J. COORDINATION WITH COUNTY SURVEY**

23 The CONSULTANT will coordinate with COUNTY Survey during the Final Engineering Phase of the

24 PROJECT. Specific tasks will include:

- 25 • Preparation of additional survey requests to pick up and verify existing conditions and/or to pick up
- 26 changed conditions.
- 27 • The CONSULTANT will coordinate with COUNTY Survey to mark-out in the field, existing Southern
- 28 California Gas facilities and proposed roadway/drainage features conflicting with existing gas facilities.

1 Field mark-outs will include centerline alignments, stations, offsets, and elevations of existing gas facilities  
2 and proposed roadway and drainage features.  
3

4 **K. COORDINATION WITH COUNTY STAFF DURING RIGHT-OF-WAY NEGOTIATIONS**

5 The CONSULTANT shall coordinate with the COUNTY PM, COUNTY REAL PROPERTY Department, and  
6 the ROW CONSULTANT during right-of-way negotiations for right-of-way acquisitions, slope easements,  
7 temporary construction easements, and permit to Enter and Construct Letters. This task includes  
8 coordination with COUNTY staff and modifications to the plans, specifications, bid items, quantities, and the  
9 quantity back-up notebook as requested by the COUNTY to facilitate agreements with the property owners.

10 Up to 20 revisions and anticipated and included.  
11  
12

1 **IV. PHASE IV – RIGHT-OF-WAY SERVICES**

2 **A. RIGHT-OF-WAY (ROW) ENGINEERING and SUPPORT**

3 **1. ROW Engineering – Preliminary Engineering Phase**

4 During the Preliminary Engineering Phase, the CONSULTANT will develop:

- 5 • Preliminary ROW Requirements for the three alternatives as described in Phase I, Task M,  
6 “Preliminary Right-of-Way (ROW) Requirements”
- 7 • Estimated compensation costs for private improvements as described in Phase I, Task N,  
8 “Alternative Evaluation and Cost Analysis”
- 9 • Updated ROW Requirements as described in Phase I, Task P, “Finalize Preliminary Design of the  
10 Build Alternative”

11  
12 **2. ROW Engineering – Final Engineering Phase**

13 Upon completion of the 65% Plans, the CONSULTANT shall develop Final Right-Of-Way Requirements  
14 Map to show final proposed ROW with centerline survey alignment data and ROW limits. Final Right-Of-  
15 Way Requirements Map will display Assessor’s Parcel Number, Property Owner Name, and display  
16 Stations and Offsets to identify the limits of:

- 17 • Right-Of-Way Acquisitions (full and partial)
- 18 • Slope Easements
- 19 • Temporary Construction Easements
- 20 • Drainage Easements
- 21 • Building Impacts
- 22 • Existing Easements (if any)

23 The CONSULTANT shall also update detailed summary tabulation for the above ROW acquisitions,  
24 easements, and building impacts.

25  
26 The CONSULTANT will submit Final Right-Of-Way Requirements Map and detailed summary tabulations  
27 to the (COUNTY or CONSULTANT) Surveyor for the preparation of legal descriptions and plats. The  
28 CONSULTANT will continue to coordinate with (COUNTY or CONSULTANT) Surveyor and update Final  
29 Right-Of-Way Requirements Map and detailed summary tabulations up to three times each.

Right-of-way requirements maps will also identify the parcels needed for rights-of-entry and easements. The map will be utilized by the COUNTY Surveyor and Right-of-way Agent to prepare the documents necessary to obtain the ROW, rights-of-entry, and easements.

**3. ROW Support – Real Property for Right-of-Way Acquisition**

The CONSULTANT will provide ROW Engineering Support to the ROW Consultant during the Real Property for Right-of-Way Acquisition Task.

**B. OPTIONAL: PREPARATION OF LEGALS AND PLATS**

**1. General**

The following table is a list of properties by APN that will be affected by the ROW widening along Temescal Canyon Road that will require acquisitions of ROW and easements. This Mapping Task estimates approximately one hundred eighty (180+-) legal descriptions and plats for this PROJECT. The Task also includes approximately one hundred eight (108+-) aerial information exhibits that will need to be prepared to accompany the legal descriptions and plats for the property owners to show acquisitions of ROW and easements. The following is the deliverables.

- One hundred eighty (180+-) signed and sealed legal descriptions, plat maps and closures in word and PDF format
- Includes Right of Way (63), Temporary Construction Easement (72), Slope Easement (37), and it will be assumed that (8) Drainage Easements will be need for this PROJECT
- One hundred eight (108+-) aerial information exhibits in PDF format
- Includes Right of Way (63), Slope Easement (37), and assumed Drainage Easements (8)

North Side (From Envoy Ave to Minnesota Rd)				
No.	APN	ROW Needed?	TCE Needed?	Slope East Needed?
1	277-121-012	NO	NO	NO
2	277-121-013	NO	NO	NO
3	277-121-007	Maybe	Maybe	NO
4	277-121-008	Maybe	Maybe	NO



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North Side (From Minnesota Rd to Jolora Ave)				
No.	APN	ROW Needed?	TCE Needed?	Slope East Needed?
5	277-122-014	YES	YES	YES
6	277-122-007	YES	YES	YES
7	277-122-008	YES	YES	YES
8	277-122-009	YES	YES	YES
9	277-122-010	NO	YES	YES
10	277-122-011	NO	YES	YES
11	277-122-013	NO	YES	NO
12	277-110-010	YES	YES	NO
13	277-110-011	YES	YES	YES
14	277-110-012	YES	YES	YES
15	277-110-066	YES	YES	YES
16	277-110-015	YES	YES	NO
17	277-110-017	YES	YES	NO
18	277-110-040	YES	YES	NO
19	277-110-020	YES	YES	NO
20	277-110-022	YES	YES	NO
21	277-110-050	YES	YES	NO
22	277-110-051	YES	YES	NO
23	277-110-054	YES	YES	YES
24	277-110-055	YES	YES	YES

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<b>North Side (From Jolora Ave to Coronita St)</b>				
<b>No.</b>	<b>APN</b>	<b>ROW Needed?</b>	<b>TCE Needed?</b>	<b>Slope East Needed?</b>
25	279-041-006	YES	YES	NO
26	279-052-017	YES	YES	NO
27	279-052-018	YES	YES	NO
28	279-052-008	YES	YES	NO
29	279-052-007	YES	YES	YES
30	279-052-006	YES	YES	YES
31	279-052-005	YES	YES	YES
32	279-052-004	YES	YES	NO
33	279-052-019	YES	YES	NO
34	279-052-013	YES	YES	NO
35	279-052-014	YES	YES	NO
36	279-052-001	YES	YES	YES

<b>North Side (From Coronita St to Tom Barnes St)</b>				
<b>No.</b>	<b>APN</b>	<b>ROW Needed?</b>	<b>TCE Needed?</b>	<b>Slope East Needed?</b>
37	279-064-009	YES	YES	YES
38	279-064-012	YES	YES	NO
39	279-064-006	YES	YES	YES
40	279-064-005	YES	YES	YES
41	279-064-004	YES	YES	YES
42	279-064-003	NO	YES	YES
43	279-064-002	YES	YES	YES
44	279-064-001	NO	YES	YES
45	279-231-088	YES	YES	YES
46	279-231-089	NO	YES	NO

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South Side (From Tom Barnes St to La Gloria St)				
No.	APN	ROW Needed?	TCE Needed?	Slope East Needed?
47	279-231-044	YES	YES	YES

South Side (From La Gloria St to Jolora Ave)				
No.	APN	ROW Needed?	TCE Needed?	Slope East Needed?
48	279-062-012	YES	YES	NO
49	279-062-015	YES	YES	NO
50	279-062-014	YES	YES	NO
51	279-062-013	YES	YES	NO
52	279-062-018	YES	YES	NO
53	279-062-017	YES	YES	YES
54	279-062-019	NO	YES	YES
55	279-063-007	YES	YES	NO
56	279-051-009	YES	YES	NO
57	279-051-010	NO	YES	NO

South Side (From Jolora Ave to Grant St)				
No.	APN	ROW Needed?	TCE Needed?	Slope East Needed?
58	277-163-003	YES	YES	YES

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South Side (From Grant St to El Cerrito Rd)				
No.	APN	ROW Needed?	TCE Needed?	Slope East Needed?
59	277-151-012	YES	YES	YES
60	277-151-011	YES	YES	YES
61	277-151-010	YES	YES	YES
62	277-151-009	YES	YES	YES
63	277-151-008	YES	YES	YES
64	277-151-007	YES	YES	NO
65	277-151-006	YES	YES	YES
66	277-151-005	YES	YES	YES
67	277-151-004	NO	YES	NO
68	277-151-003	YES	YES	NO

Cont'd South Side (From Grant St to El Cerrito Rd)				
No.	APN	ROW Needed?	TCE Needed?	Slope East Needed?
69	277-151-002	YES	YES	NO
70	277-151-001	YES	YES	YES
71	277-141-003	YES	YES	NO
72	277-141-002	YES	YES	NO

North Side (Short Segment North of Cajalco Rd)				
No.	APN	ROW Needed?	TCE Needed?	Slope East Needed?
73	279-231-012	YES	YES	YES
74	279-231-008	YES	YES	YES

1  
2  
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5

**2. Legal Descriptions**

The COUNTY will provide SURVEY CONSULTANT with land net base mapping, cadastral record maps, vesting/road deeds, coordinate COGO points and GEOM alignment files, ROW CAD files, PROJECT specific stock aerial imagery, Record of Survey and control fact sheet. SURVEY CONSULTANT will be

## **Temescal Canyon Road Widening Project - El Cerrito Segment**

1 provided title reports by ROW CONSULTANT. SURVEY CONSULTANT will review and reconcile / verify  
2 existing property lines and plot any existing easements for APN that would be affected by the ROW  
3 widening. SURVEY CONSULTANT will prepare approximately one hundred eighty (180+-) legal  
4 descriptions and plats to support the ROW engineering acquisitions for slope easements (37), drainage  
5 easements (8), temporary constructions easements (72), and proposed ROW (63) for the APNs affected.  
6 SURVEY CONSULTANT will prepare a parcel tracker list to assist with managing acquisitions. SURVEY  
7 CONSULTANT will also prepare approximately one hundred eight (108+-) aerial information exhibits that  
8 will need to be prepared to accompany the legal descriptions and plats for the property owners to support  
9 the ROW engineering acquisitions for slope easements (37), drainage easements (8), and proposed ROW  
10 (63) for the APNs affected. The legal descriptions and plats, and aerial information exhibits will be prepared  
11 after the ROW requirement map has been finalized and design changes have been completed.  
12 SURVEY CONSULTANT scope of services does not include field surveys to resolve ROW and property  
13 boundary discrepancies based on title reports, land net base mapping analysis and additional calculation  
14 to resolve record easements and deeds, appraisal maps and rework due to design changes after ROW  
15 requirements map has been finalized.

### **C. REAL PROPERTY SERVICES FOR RIGHT OF WAY ACQUISITION**

#### **1. Right of Way Project Management and Document Support**

18 ROW CONSULTANT will meet with the PROJECT team and the COUNTY staff early to determine the  
19 PROJECT requirements and objectives, and agree on roles and responsibilities, timelines, and  
20 deliverables. The following scope of services is included as part of ROW CONSULTANT Management:

- 21 a. Comprehensive initial project planning, including policy and budget analysis, and participation in  
22 informational meetings with the public and official representatives.
- 23 b. Track and manage all budget-related aspects of the PROJECT associated with ROW CONSULTANT's  
24 Scope of Work.
- 25 c. Assisting with the development of administrative policies, procedures, and forms necessary to carry out  
26 the initial program.
- 27 d. Ongoing general consultation and PROJECT coordination with the COUNTY and other PROJECT team  
28 members.
- 29



- e. Representation of the COUNTY at public meetings and hearings, if applicable.
- f. Preparation of tracking reports that monitor the completion of PROJECT milestones of the various disciplines involved on the PROJECT.
- g. Preparation and presentation of a monthly status report based on the agreed-upon guidelines on information to be provided. Confer with the CONSULTANT and the COUNTY verbally on general status, issues, and progress. As-needed attendance at PROJECT meetings with the COUNTY, the CONSULTANT and other PROJECT stake holders.
- h. Coordinate with federal, state and transportation oversight agencies as applicable.
- i. Subcontracting for and managing of any necessary disciplines needed for the PROJECT.

**2. Rights-of-Entry Services / Support Services / Permission to Enter**

Upon notice to proceed and receipt of list of properties needing Rights-of-Entry, ROW CONSULTANT will prepare Right-of-Entry forms per county requirements for property owner and county signature. ROW CONSULTANT will coordinate with property owner/occupant for signatures and access. Up to 60 hours for coordination are included in this task.

ROW CONSULTANT will provide the additional following scope of services:

- a. Generate property owners list for selected parcels utilizing available public records.
- b. Draft Right to Enter (ROE) documents based upon Caltrans templates and mail using returned certified receipts. Up to 50 Right-of-Way forms are included in this task.
- c. Receive phone calls and answer questions from property owners. Maintain property owner dialogue journal for all contact.
- d. Establish telephone contact with property owners for properties for ROEs not returned executed within two (2) weeks.
- e. Meet personally with property owners on-site and secure execution of ROEs.
- f. Provide regular status updates to any relevant parties associated with the PROJECT Team. Regular in-person meetings with the PROJECT Team are not anticipated in this scope.

- 1 g. Provide reasonable assistance to PROJECT survey team with special owner request and access  
2 concerns.

3  
4 **3. Title Investigation Services**

5 Upon Notice to proceed, ROW CONSULTANT will order and review applicable title work to make sure there  
6 are not any encumbrances that cannot be removed administratively by the title company. Title reports shall  
7 be provided by the COUNTY (optionally, title reports can be provided by ROW CONSULTANT at additional  
8 cost). Any parcels with items that cannot be removed by the title company may have to be prioritized for  
9 condemnation to receive clear title.

- 10 a. Secure vesting deeds, property profile, and tax map for each property.
- 11 b. Secure preliminary title reports (PTRs) for each property acquisition. PTRs will be updated within one  
12 year of receipt, at no additional cost unless an ownership change has occurred. If an acquisition goes  
13 through escrow, the PTR will be updated at the opening of escrow and a title policy will be issued at  
14 close of escrow. If an acquisition goes into to condemnation, the PTR will be upgraded to a Litigation  
15 Guarantee at an additional cost from the Title Company.
- 16 c. Secure copies of recorded back-up documents as needed.
- 17 d. Share preliminary title information with ROW engineer, surveyor, and real estate appraisers for their  
18 use on the PROJECT.
- 19 e. Prepare list of title exceptions to be cleared; confirm manner of disposition is consistent with approved  
20 PROJECT plan.
- 21 f. Facilitate changes to preliminary title reports after the preparation of the legal descriptions, if necessary,  
22 for partial acquisition projects.

23  
24 **4. Appraisal Services**

25 ROW CONSULTANT's development of appraisal reports for ROW services include:

- 26 a. ROW CONSULTANT will mail a notification letter and acquisition policies brochure to the property  
27 owner requesting permission to conduct an on-site inspection of the property, advising them of their  
28 right to accompany the appraiser at the time of the inspection and requesting information regarding the  
29 property appraised which could influence the appraised value.

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- b. ROW CONSULTANT's Appraiser will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
- c. ROW CONSULTANT's Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
- d. ROW CONSULTANT's Appraiser will inventory all improvements affected by the proposed taking including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
- e. ROW CONSULTANT's Appraiser will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
- f. ROW CONSULTANT's Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
- g. ROW CONSULTANT will receive and analyze the completed appraisal reports and will reconcile the real estate and fixtures and equipment conclusions, as necessary.

**5. Appraisal Review Services**

ROW CONSULTANT's appraisal review services in developing review appraisal reports for ROW services include:

- a. Appraisal review work will be performed under the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Ethics of the Appraisal Institute.
- b. Gather relevant data regarding the appraisal review assignment, such as PROJECT plans. Read the appraisal report under review thoroughly. Gather any outside information necessary to complete the review process.
- c. In the case of a field review, conduct an inspection of the property and comparable data used in the appraisal assignment. Collect any pertinent backup data that may shed light on the market data used. Check the appraisal report for mathematical correctness.
- d. Conduct a review of the appropriateness of the methodology, the accuracy of the data and the application of the approaches to value used in the appraisal. Refer to the correct edition of the Uniform Standards of Professional Appraisal Practice (USPAP) and the Caltrans Right of Way Manual, as

1 applicable.

- 2 e. Interface with the real property appraiser regarding any concerns and/or request corrections that may  
3 be necessary to ensure report compliance.
- 4 f. Complete the appraisal review report and review certificate. Proofread and check for mathematical  
5 correctness. Administrative staff generates report copies and transmits them to ROW CONSULTANT.
- 6 g. Additional days may be necessary for complex assignments involving severance damages and/ or  
7 unique property types. Delivery timing of 48 hours is estimated in the above schedule.

8

9 **6. Goodwill Appraisal Services**

10 In performing business valuation/goodwill loss appraisal services to the COUNTY, ROW CONSULTANT  
11 will perform the necessary research, investigation, and analysis to provide written appraisal reports in  
12 compliance with the standards of the Uniform Standards of Professional Appraisal Practice (USPAP) as it  
13 pertains to business valuations. ROW CONSULTANT's scope for goodwill valuation process includes the  
14 following:

- 15 a. Communicate with the COUNTY to ascertain the scope of the assignment and provide responsive  
16 proposals for each task order.
- 17 b. Communicate with the subject business and/or representatives to commence the data gathering  
18 process.
- 19 c. Review and analyze the financial statements of the subject business, including internal income  
20 statements and balance sheets as well as tax returns.
- 21 d. Interview the owners and/or managers of the subject business and/or a review of deposition transcripts.  
22 Such interviews/depositions are intended to provide DM&A with a thorough understanding of the  
23 business' products, operations, management, employees, marketing, competition, and industry, as well  
24 as an understanding of recent financial trends and outlook.
- 25 e. Conduct site and area inspections of both the subject location and the business' relocation site, if  
26 applicable.
- 27 f. Review leases and other contracts pertinent to the business' operations.
- 28 g. Coordinate with other professionals, such as fixtures and equipment appraisers, real estate appraisers,  
29 and relocation consultants, to avoid duplication of compensation.

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- 1 h. Research the business' industry, economic factors affecting the business, and the marketplace for
- 2 sales of businesses similar to the subject.
- 3 i. Advise relocation consultant regarding the suitability of potential relocation sites and consult on which
- 4 site(s) will result in the least goodwill loss.
- 5 j. Investigate the impacts of the taking and/or of relocation, if applicable, on the business' revenues and
- 6 profits in the "after" condition taking into consideration potential betterment.
- 7 k. Implement valuation methods, such as the Income Approach (i.e., Discounted Cash Flow Method,
- 8 Capitalization of Cash Flow Method) and Market Approach (i.e., Discretionary Cash Flow Multiplier
- 9 Method, EBITDA Multiplier Method), to determine the value of the business' goodwill in both the before
- 10 condition and in the after condition. The selection of the appropriate methods depends on the nature of
- 11 the business and its marketplace considering market research.
- 12 l. Prepare of a valuation report in compliance with USPAP.
- 13 m. Attend any required meetings or conferences with the COUNTY regarding appraisal questions.
- 14 n. Provide expert testimony and litigation support, as required.
- 15 o. Maintain files in accordance with USPAP.
- 16

17 **7. FF&E Appraisal Services**

18 In providing furniture, fixture, and equipment (FF&E) appraisal services for this PROJECT, ROW  
19 CONSULTANT will perform the necessary research, investigation, and analysis to provide written appraisal  
20 reports in compliance with the standards of the Uniform Standards of Professional Appraisal Practice  
21 (USPAP), the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and Public  
22 Law 91-646 (the Uniform Act) as they pertain to FF&E valuations. ROW CONSULTANT's work will  
23 encompass steps including, but not limited to, the following:

- 24 a. Communicate with the COUNTY to ascertain the scope of the assignment and provide responsive
- 25 proposals for each task order.
- 26 b. Coordinate with relocation agents, acquisition agents, and attorneys.
- 27 c. Prepare a complete inventory of the assets at the subject business location. This inventory includes
- 28 make, model, and serial number (if applicable) of all items, a description of the assets as well as
- 29 observation of their age, condition, method of installation, if any, and photographs.



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- d. Review any documentation pertaining to the assets provided by the business owner and/or manager, such as invoices, depreciation schedules, and construction contracts.
- e. Interview business owners and/or managers.
- f. Research the marketplace for each of the assets identified on-site. Such research includes reference to a variety of publications, as well as discussions with individuals knowledgeable about the market for the assets.
- g. Coordinate with other appraisers to avoid duplication of compensation.
- h. Apply valuation methods including the Market Approach and Cost Approach to the subject assets.
- i. Prepare the appraisal report for submission, including replacement cost new, depreciated value and salvage value in place.
- j. Maintain files in accordance with USPAP.
- k. Provide expert testimony and litigation support, as required.

**8. Acquisition/Negotiation**

ROW CONSULTANT is a State of California Corporate Real Estate Broker, and all acquisition agents are licensed California brokers or salespersons. ROW CONSULTANT will perform all work that is necessary or advisable in a manner that adheres to all professional standards and ethics, and all applicable laws and regulations including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act or URA) or Title 25, California Code of Regulations, and its amendments.

**9. Acquisition - Fee Owner**

For acquisition activities, ROW CONSULTANT's agents will perform the following services:

- a. Establish and maintain complete and current ownership files in a form acceptable to the COUNTY.
- b. Receive and analyze title information, approved appraisal reports, and legal descriptions in sufficient detail to negotiate with property owners and other parties.
- c. Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of the COUNTY.
- d. Present written purchase offers to owners or their representatives in person, when possible. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as

1 applicable.

- 2 e. Notify relocation agent of initiation of negotiations within 2 business days and provide appraisal  
3 information, occupant contact information, and tenant information, as necessary.
- 4 f. Follow-up and negotiate with each property owner, as necessary; prepare and submit recommended  
5 settlement justifications to the COUNTY for review and approval; review any independent appraisal  
6 secured by property owner; and coordinate reimbursement of appraisal fees (up to \$5,000) with the  
7 COUNTY. Ongoing negotiations and settlement discussions will continue for a period determined by  
8 the COUNTY after the initial offer (8 weeks is recommended) or if settlement or impasse is reached  
9 sooner.
- 10 g. Prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the  
11 acquisition of necessary property interests. Legal descriptions to accompany easements or to  
12 accompany partial acquisition deeds are not included in this Scope of Work.
- 13 h. Maintain a diary report of all contacts made with property owners or representatives and a summary of  
14 the status of negotiations indicating attitude of owners, problem areas, and other pertinent information.  
15 Copies of all applicable written correspondence will be maintained in files.
- 16 i. Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it  
17 appears eminent domain will be needed or prudent to acquire the needed interest.
- 18 j. Transmit executed acquisition documents to the COUNTY. Each transmittal package shall include a  
19 fully executed and properly notarized deed(s), fully executed acquisition contract with attachments and  
20 a brief settlement memorandum which summarizes the pertinent data relative to the transaction.

21  
22 **10. Acquisition – Tenant-Interest Owner**

- 23 a. After the formal offer to purchase is delivered to the underlying property owner, deliver a “tenant  
24 notification letter” notifying tenant of their rights in the transaction and informing them of needed  
25 quitclaims of interests.
- 26 b. Secure copy of lease to determine the extent of possessory interest in property to be acquired.
- 27 c. Participate in and/or facilitate discussions between property owner and tenant regarding apportionment  
28 of just compensation, ownership of fixtures and equipment or improvements and other elements  
29 needed to secure tenants’ voluntary settlement of rights and interests.

- d. Present unportioned offer to purchase leasehold interest and fixtures and equipment to tenant as may be required to facilitate settlement by eminent domain.
- e. Prepare purchase agreements and deeds for acquisition of tenants' rights and property.

**11. Escrow Coordination or Eminent Domain Coordination Services**

ROW CONSULTANT's escrow officers will review the Deed to make sure it has been executed correctly including review of the PTR/Litigation Report: if any Liens are present (or there is a delinquency on taxes), they must be paid release of funds. Once all clear, ROW CONSULTANT will request the funds from the COUNTY. ROW CONSULTANT will then update the report and file documents providing coordination from beginning to end. The result will be the COUNTY receiving a policy of title insurance guaranteeing their rights to the property acquired.

If by Negotiated Settlement: ROW CONSULTANT will assist the escrow/title company in the following:

- a. Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
- b. Provide escrow officer with fully executed acquisition contract and notarized deed(s).
- c. Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions.
- d. Assist escrow to secure full or partial reconveyance and/or subordination instruments from lien holders of record, if needed.
- e. Review settlement statement for accuracy.
- f. Coordinate deposit of acquisition price and estimated closing costs with escrow.
- g. After the closing, review the title insurance policy for accuracy, if ordered.
- h. Prepare and mail a letter to COUNTY Assessor requesting cancellation of taxes, if appropriate.

If Settlement by Eminent Domain: ROW CONSULTANT will assist eminent domain counsel with the following:

- a. Prepare a letter for the COUNTY signature, to eminent domain counsel requesting proceeding to condemnation.

- b. Provide eminent domain counsel with available ROW maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
- c. Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.
- d. Convert preliminary title reports to litigation guarantees for eminent domain counsels' use. Title company fees (based on the value of the interest required) are additional.

**12. OPTIONAL: Relocation Plan Preparation Services**

- a. Interview all potentially affected occupants to determine relocation needs. The interview queries household information such as: the number, ages and gender of all occupants, income of the household, distance to employment and utilized neighborhood services, special needs of the household, etc.
- b. Research the marketplace for available replacement locations and/or establish rent schedules for compiling PROJECT costs.
- c. Compile statistics on available housing replacement sites.
- d. Calculate potential PROJECT costs.
- e. Present draft relocation plan to the COUNTY.
- f. Distribute plan to PROJECT participants and make it available for public inspection.
- g. Make any needed revisions brought up during the public inspection period.
- h. Participate in adoption presentation meeting.
- i. Please note, up to 20 relocations are anticipated and included as OPTIONAL services.

**13. OPTIONAL Relocation Assistance Program Implementation Services**

- a. Secure basic case information and set up case file; maintain the necessary case documentation and contact diary throughout the course of our involvement with the claimant.
- b. Conduct initial in-depth field interview with claimant: document rents, income, family size, names/ages of occupants, and determine relocation needs, preferences, and special requirements; provide general information notices and brochure; explain relocation process, rights and benefits available.
- c. Provide on-going advisory assistance to minimize hardships on claimants, including referrals to and

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- 1 coordination with community service resources, public housing, and other public services as needed.
- 2 d. Document rent with rental agreement, receipts or economic rent if needed.
- 3 e. Document/verify income using pay stubs, budget worksheets, tax returns, certification and/or cash
- 4 affidavit as necessary. Use rent-to-rent method if income cannot be verified.
- 5 f. Assist with the reconciliation of FF&E ownership among owner and tenant.
- 6 g. Create rent schedule for the PROJECT as appropriate and if authorized by the COUNTY.
- 7 h. Search for and document comparables for each claimant, provide initial referrals and three sets of
- 8 additional housing referrals every 4-6 weeks, as necessary. Search for available non-residential sites
- 9 until ROW CONSULTANT recommends at least one appropriate site or determines that no such site
- 10 exists. Provide an evaluation form with any referral which requests feedback as to the suitability of the
- 11 site referral and attempt to secure response from claimant.
- 12 i. Prepare letter of eligibility based on most appropriate comparable or rent schedule and seek
- 13 authorization of the COUNTY.
- 14 j. Deliver letter of eligibility to claimant and discuss findings and impacts to occupants' needs. Amend the
- 15 letter of eligibility one additional time if the economics of the comparables availability changes over the
- 16 course of our assignment.
- 17 k. Prepare and deliver 90-day notices to vacate no later than 12 weeks after general information notices
- 18 have been delivered.
- 19 l. Arrange for transportation to view replacement sites if needed. Assist Claimants with their selection of
- 20 a replacement site, with lease offers, with review of rental agreements and with move bids or fixed
- 21 moving payment.
- 22 m. Inspect selected site to ensure it meets decent, safe, and sanitary requirements.
- 23 n. Monitor the replacement site escrow and explain the relocation process to agent and escrow officer, as
- 24 necessary.
- 25 o. Review and discuss claimants' moving plans, build-out specifications, and personal property inventory,
- 26 and coordinate eligibility limitations in advance of physical move.
- 27 p. Verify vacation of the displacement site and secure a certificate of abandonment.
- 28 q. Determine eligibility for proposed amount of relocation benefits, including actual and reasonable moving
- 29 payments, rental/purchase differential payments and fixed payments as applicable.



- 1 r. For residential moves, secure and process an advance claim to assist with the move and a second final  
2 claim incorporating the moving costs and rental/purchase differential payment once family has moved  
3 to selected displacement site.
- 4 s. Each claim will be signed by the claimant, supported by appropriate back-up (schedules, receipts, etc.)  
5 and will be reviewed by ROW CONSULTANT's project manager for recommendation before submitting  
6 to the COUNTY for approval. Each claim check will be delivered to claimant in person (as feasible) and  
7 a receipt of payment will be secured.
- 8 t. Please note, up to 20 relocations are anticipated and included as OPTIONAL services.
- 9

10 **14. Close-Out Activities**

11 ROW CONSULTANT's will provide a close-out file compliant with Caltrans District 8  
12 requirements/documentation for each parcel, respectively upon the completion of Right of Way  
13 Certification. In addition, ROW CONSULTANT will provide the following property disposition services to  
14 transfer all property rights from the Agency ownership/clear adverse title conditions after the construction  
15 of all proposed improvements is complete accepted by Caltrans/RCTD:

- 16 1. Recordation of quitclaim deeds releasing all temporary interests held by the Agency necessary for  
17 construction.
- 18 2. Transfer of all permanent rights necessary for Caltrans (and/or additional local agencies for local  
19 roadway ROW) to maintain/access/operate their proposed facility.
- 20 3. Clearance of adverse title conditions (i.e., existing permanent easements, possessory rights, etc.)  
21 impacting permanent rights transfers to the State/City.
- 22 4. Coordinating with Engineers for the Final Record of Survey.
- 23 5. Providing consultation to the Agency regarding excess land disposition.
- 24 6. Proof of clearance of any identified hazardous waste/environmental remedial conditions.
- 25

26 Prior to the completion of the appraisal process, ROW CONSULTANT will work with the PROJECT Team  
27 to confirm all ROW requirements prior to starting acquisition to minimize the need to acquire additional  
28 ROW due to design changes. ROW CONSULTANT will maintain an inventory of all documents/items  
29 necessary to complete property rights transfers/adverse title clearances and submit to the PROJECT

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1

Team/State/COUNTY for approval prior to preparation of deed documentation for concurrence. Upon

2

receiving consensus from all affected Stakeholders, ROW CONSULTANT will begin preparation of all

3

documentation and support services to RCTD to complete close out services.

4

1 **V. PHASE V - BID AND CONSTRUCTION SUPPORT**

2 **A. BID SUPPORT**

3 **1. General**

4 Bidding procedures will be the responsibility of the COUNTY. While the PROJECT is being advertised for  
5 bids, all questions concerning the intent shall be referred to the COUNTY for resolution. In the event that  
6 the items requiring interpretation in the drawings or specifications are discovered during the bidding period,  
7 said items shall be analyzed by the CONSULTANT for decision by the COUNTY as to the proper procedure  
8 required. Corrective action taken will either be in the form of an addendum prepared by the CONSULTANT  
9 and issued by the COUNTY or by covering change order after the award of the construction contract.

10  
11 **2. Meetings**

12 As requested by the COUNTY, the CONSULTANT will prepare for and attend Bidding meetings with the  
13 COUNTY Project Manager and County staff.

14  
15 **3. Prepare Responses to Bidder's Questions**

16 As requested by the COUNTY, the CONSULTANT will receive, review, research, and respond to bidder's  
17 questions.

18  
19 **4. Prepare Addenda**

20 As requested by the COUNTY, the CONSULTANT will prepare contract addenda.

21  
22 **5. Bidding Utility Coordination**

23 The CONSULTANT shall assist with the resolution of utility related issues that may arise during the bidding  
24 process, including design modifications as needed and as approved by the COUNTY Project Manager.

25  
26 **B. CONSTRUCTION SUPPORT**

27  
28 **1. Start of Construction Support**

29 Upon award of the construction contract, the CONSULTANT will proceed with the Construction Support

1 services required by this contract.  
2

3 **2. Preconstruction Surveys**

4 This task includes one nesting bird clearance survey by a qualified avian biologist. Any observed nests will  
5 be flagged in the field with high visibility flagging on or near the nest location as well as around an  
6 appropriate buffer determined by the biologist. The buffer will be established based on the bird species, its  
7 tolerance to disturbance, ambient disturbance, and anticipated work activity type and location. Nest  
8 locations will be communicated to the project team through coordinates, Google Earth locations, or verbally.  
9 If needed, and as directed, the nest locations can also be communicated to the contractor. A Nesting Bird  
10 Monitoring Log will be completed and submitted following the survey. It is assumed that up to three (3)  
11 nests will be identified during the survey.

12  
13 Active nests will be observed up to two times following the initial survey, and updates provided to the  
14 COUNTY regarding status (e.g., active, predated, finished, etc.). This scope assumes one (1) primary  
15 survey with two biologists (two days to complete the survey), which will include the survey, completion of a  
16 daily monitoring log, coordination, and travel. Up to two (2) additional follow up surveys for active bird nests  
17 are included and are assumed to be covered in one day by two biologists.

18 ***Deliverables:***

- 19
  - Nesting Bird Monitoring Logs  
20

21 **3. OPTIONAL: Tribal Monitoring During Construction**

22 The ENVIRONMENTAL CONSULTANT will provide tribal monitoring during construction as detailed below.  
23

24 **Archaeological Monitoring**

25 If the proposed PROJECT is determined to have the potential to result in the damage or destruction of  
26 tribal cultural resources, then archaeological monitoring may be needed. If this is identified in the  
27 environmental document, ENVIRONMENTAL CONSULTANT will provide archaeological construction  
28 monitoring services for proposed ground disturbance activities, including grading and excavation, for  
29 the PROJECT.

## *Temescal Canyon Road Widening Project - El Cerrito Segment*

1 Prior to PROJECT construction, ENVIRONMENTAL CONSULTANT will prepare a Cultural Resources  
2 Monitoring Plan (CRMP) that will discuss the nature of the monitoring work, discovery procedures, and  
3 reporting requirements. After PROJECT construction is completed, the methods and results of the  
4 monitoring will be included in a draft archaeological monitoring memorandum for review by the  
5 COUNTY.

6  
7 Prior to the start of construction, ENVIRONMENTAL CONSULTANT will provide cultural and tribal  
8 resources awareness training to all project personnel (one training session is assumed). This scope  
9 assumes that no significant finds will be identified, and no treatment or curation of artifacts will be  
10 needed.

### 11 12 Native American Monitoring

13 If the PROJECT is determined to have the potential to result in damage or destruction of tribal cultural  
14 resources, then Native American monitoring during ground disturbing activities for the PROJECT may  
15 be needed. This scope assumes that up to two consulting tribes will split the monitoring with only one  
16 monitor present at a time. ENVIRONMENTAL CONSULTANT will prepare and negotiate the monitoring  
17 agreements with the Tribes. The Native American monitoring will be invoiced to the COUNTY as part  
18 of ENVIRONMENTAL CONSULTANT invoices. ENVIRONMENTAL CONSULTANT will coordinate  
19 with the construction personnel for schedule and monitoring needs and will be responsible for  
20 scheduling the Native American monitors on a weekly rotation basis.

### 21 22 Project Management Services

23 The ENVIRONMENTAL CONSULTANT Project Manager, Environmental Lead, Lead Archaeologist,  
24 and Lead Monitor will provide limited project management services, including general support for the  
25 PROJECT review of deliverables, setting up subcontractor agreements with tribes and coordination  
26 with RCTD. Assumptions related to all Tribal Monitoring During Construction tasks:

- 27 • The archaeological monitoring assumes a total of sixty (60) total monitoring days. One monitor per  
28 day is assumed to be present with eleven (11) hours per day assumed including driving time and  
29 preparation of a daily monitoring log (60 days x 11 hours/day). If the number of workdays or the



## *Temescal Canyon Road Widening Project - El Cerrito Segment*

1 number of monitors (assumed to be one per day) changes then a cost amendment would be  
2 required.

- 3 • One Native American monitor will be present at a time during construction activities.
- 4 • Tribal cultural resources monitoring assumes a total of sixty (60) total monitoring days and ten [10]  
5 hour workdays including travel time. In addition, \$1,200 has been included for  
6 administration/coordination and \$600 for participating in the training in the tribal cost. If the number  
7 of workdays changes then a cost amendment would be required.
- 8 • An hourly rate of \$75/hour for Native American monitor has been assumed, however, this rate may  
9 need to be adjusted once an agreement is entered into with the tribe(s). If a different rate is  
10 ultimately negotiated with the tribe(s), then a cost amendment would be required.
- 11 • No archaeological and tribal cultural resources will be identified and evaluated during construction.  
12 If a discovery occurs that requires testing, evaluation, and/or curation, ENVIRONMENTAL  
13 CONSULTANT will prepare a cost amendment tailored to the nature of the discovery.
- 14 • One tribal and cultural resources awareness training will be conducted. If additional trainings or  
15 update trainings are needed, then a scope and cost for this effort will be submitted for approval.
- 16 • Attendance by the Native American Monitor during project construction is at the discretion of the  
17 tribe, and the absence of a Native American monitor, should the tribe choose to forgo monitoring  
18 for some reason, will not delay work.
- 19 • Any notes provided by the Native American monitors will be attached to the cultural resources  
20 monitoring memorandum.
- 21 • It is unknown what the results of the cultural resources study will be for the PROJECT and,  
22 therefore, 128 hours for the draft and final CRMP are assumed. If more effort is determined to be  
23 required once the cultural resources documentation is completed, then a scope and cost for this  
24 effort will be provided for approval.
- 25 • One draft and one final version of the cultural resources monitoring memorandum will be provided  
26

#### **4. Construction Coordination Meetings**

27 As requested by the COUNTY, the CONSULTANT will prepare for and attend construction coordination  
28 meetings with the COUNTY Resident Engineer and other COUNTY staff and the Contractor's  
29

1 representative. The CONSULTANT will follow up and provide additional information and clarifications as  
2 needed.

3  
4 **5. Construction Field Reviews**

5 As requested by the COUNTY, the CONSULTANT will prepare for and attend field review meetings to  
6 observe construction site conditions. The CONSULTANT will follow up and provide additional information  
7 and clarifications as needed.

8  
9 The CONSULTANT shall be available to visit to the jobsite for on-site review of construction and other visits  
10 to the jobsite as requested by the COUNTY. The CONSULTANT shall bring to the attention of the  
11 COUNTY's Resident Engineer any defects or deficiencies in the work by the construction contractor, which  
12 the CONSULTANT may observe. The CONSULTANT shall have no authority to issue instructions on behalf  
13 of the COUNTY or to deputize another to do so. All agreements shall be between the COUNTY and its  
14 construction contractor. These provisions shall not be construed as making the CONSULTANT responsible  
15 for failure of the construction contractor to carry out the work in accordance with the contract documents  
16 nor the construction means or methods or techniques, sequences, procedures or safety programs in  
17 connection with the work.

18  
19 **6. Construction Utility Coordination**

20 As requested by the COUNTY, the CONSULTANT will coordinate with utility owner representatives as  
21 needed to facilitate responses from utility owners and to facilitate utility relocations.

22  
23 The CONSULTANT shall assist with the resolution of utility related issues that may arise during  
24 construction, including design modifications as needed and as approved by the COUNTY Project Manager.

25  
26 **7. Permit Application Reviews**

27 As requested by the COUNTY, the CONSULTANT will review permit applications from utility owners (or  
28 others) to confirm utility relocation designs will not conflict with other utilities or roadway facilities. The  
29 CONSULTANT will provide comments to the COUNTY for issuance of relocation (or other) permits.

1  
2 **8. Responses for Contractor Requests for Information (RFI's)**

3 As requested by the COUNTY, the CONSULTANT will receive, review, research, and respond to contractor  
4 RFI's. The CONSULTANT will provide additional information and clarifications.

5  
6 **9. Review Shop Drawings and Other Submittals**

7 As requested by the COUNTY, the CONSULTANT will receive, review, research, and respond shop  
8 drawings and other submittals.

9  
10 **10. Design Revisions During Construction**

11 As requested by the COUNTY, the CONSULTANT will research and prepare design revisions for changed  
12 field conditions, newly discovered or changed utilities, contractor RFI's and / or requested changes, and /  
13 or property owner requested changes. Design revisions could include revised pavement, storm drainage  
14 systems, curb and gutter alignments, sidewalks, driveways, fences, gates, and / or private property  
15 improvements.

16  
17 During construction, the CONSULTANT shall furnish all necessary additional drawings for correcting and  
18 change orders required by errors and omissions of the CONSULTANT. Such drawings will be requested in  
19 writing from the CONSULTANT by the COUNTY and shall be at no additional cost to the COUNTY. The  
20 original tracing(s) of the drawings and contract wording for change orders shall be submitted to the  
21 COUNTY for duplication and distribution.

22  
23 Drawings and change orders required due to actions of the COUNTY, which are beyond the scope of the  
24 CONSULTANT's responsibilities, shall be considered extra services.

25  
26 **11. Prepare 'As-Built' Plans**

27 The CONSULTANT shall prepare and deliver to the COUNTY the "As-Built" plans within two months of the  
28 CONSULTANT's receipt of red-line "as-built" drawings from the Contractor or the COUNTY.  
29

1 **VI. PHASE VI - OPTIONAL: PUBLIC RELATIONS AND GRAPHIC DESIGN**

2 The OUTREACH CONSULTANT shall assist the COUNTY with the development and implementation of Public  
3 Outreach Campaigns for PROJECT. Services are expected to include the following:

- 4 • As requested by the COUNTY, the OUTREACH CONSULTANT will prepare for and attend construction  
5 coordination meetings with the COUNTY Resident Engineer and other COUNTY staff and the Contractor's  
6 representative to stay apprised of construction activities and status.
- 7 • Prepare construction updates for the public. Deliver notices and meeting invitations to desired attendee's  
8 including electronic mailings, physical mailings, digital geotargeted ads/notices, and hand delivery to  
9 individuals, agencies, businesses and residences, as necessary. Construction updates and advisories will  
10 be disseminated via the email marketing platform, Constant Contact, and posted to the PROJECT  
11 webpage. Construction Alerts will include upcoming closures, photos, maps and graphics during the  
12 construction process. Emergency updates will be prepared in a similar fashion and distributed as needed  
13 (up to 10 emergency emails). Emails will be distributed to the stakeholder database which will include  
14 various communities.
- 15 • Meet with major stakeholders in the PROJECT area to determine what concerns the community may have  
16 with the PROJECT. Stakeholders will include emergency service responders, school administration and  
17 transportation, law-enforcement, emergency service providers, businesses, chambers groups, local transit  
18 authorities, cooperating agencies, local elected officials and surrounding jurisdictions. Two stakeholder  
19 briefings will be organized. Where necessary and directed by local, state and federal health orders, virtual  
20 meetings will be setup to help collect feedback and engage with stakeholders. This task only includes  
21 setup, breakdown, refreshments (i.e. cookies and bottled water), and collateral.
- 22 • Coordinate, and facilitate two public information ("open house" style) meetings. One meeting will be a pre-  
23 design meeting and the second meeting will coincide with the public circulation of the environmental  
24 document. This task only includes setup, breakdown, refreshments (i.e. cookies and bottled water), and  
25 collateral.
- 26 • A stakeholder database will be developed using new contacts and extracting existing contacts from  
27 databases developed for other applicable projects in the area. The database will be updated at regular  
28 intervals, and will include team members, elected officials, planning commissioners, city/county/school  
29 representatives, property owners, residents, business operators, emergency responders/hospitals, utility

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1 operators, transportation and transit agencies, chambers of commerce, academic institutions, news media  
2 and other interested parties.

- 3 • Create PROJECT collateral including, but not limited to, graphics, brochures, door hangers, pamphlets,  
4 videos, newsletters, presentations, presentation boards, press releases, traffic advisories, detour maps,  
5 meeting agendas and event programs. Work product will generally be in English; however, some items may  
6 be duplicated in Spanish.
- 7 • Establish and maintain a toll-free help line and PROJECT email. Public inquires will be logged and  
8 responded to within 48 hours. Additionally, any request made through our website and social media  
9 accounts will also be logged and responded to within 48 hours.
- 10 • Coordinate closure information with local chamber and businesses, the media and press as well as  
11 emergency services and local agencies. Any concerns will be coordinated with the COUNTY personnel.  
12



**ARTICLE A-IV • PROJECT REPORT, ENVIRONMENTAL DOCUMENTATION, MAPS, TECHNICAL AND  
ENGINEERING REPORTS, AND PS&E**

Provide electronic version of PROJECT Reports, Maps, Environmental Documentation, Technical and Engineering Reports, Plans, Specifications and CONSULTANT'S Estimates on a digital media or downloadable from PROJECT SharePoint Site. All the reports and maps shall be in PDF format, plans in pdf and MicroStation format, the specifications in Microsoft Word format, and the CONSULTANT's estimate in Microsoft Excel format.

**ARTICLE A-V • RIVERSIDE COUNTY TRANSPORTATION DEPARTMENT FURNISHED MATERIALS /  
ELEMENTS OF WORK**

The COUNTY will be responsible for the following:

- Topographic survey and mapping
- Street/highway typical sections, including standard ROW width requirements.
- ROW boundaries for the roadway and adjacent parcels.
- Aerial photographs of the PROJECT assembled into a MicroStation file.
- No fee permits.
- As-Built Plans, studies, reports, and other documents that are readily available to the COUNTY regarding proposed developments along the PROJECT area that are in planning and development process
- Issuance of explicit written authorization to proceed with design for items outside the scope of services defined in here.

**ATTACHMENT B • SCHEDULE OF SERVICES**

**ARTICLE BI • INTRODUCTION**

CONSULTANT shall perform the covenants set forth in Attachment A, Scope of Services in accordance with the performance requirements of ARTICLE IV: PERFORMANCE PERIOD of this contract and with the following additional Performance Requirements. Time is of the essence in this contract.

**ARTICLE BII • PERFORMANCE REQUIREMENTS**

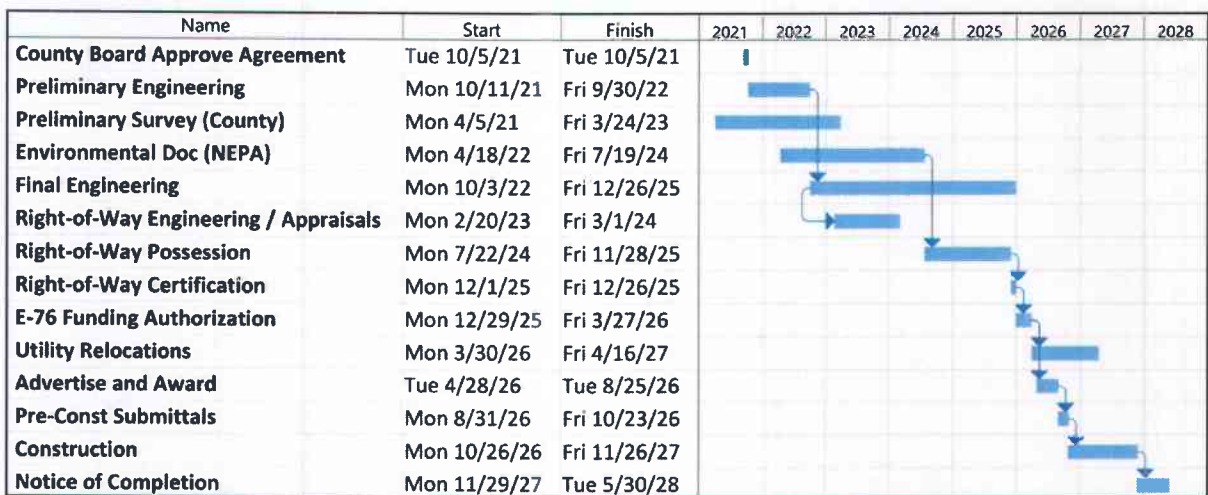
**A. PHASES**

This contract is divided into the following six (6) phases:

- I. Preliminary Engineering
- II. Environmental Documentation
- III. Final Engineering
- IV. Right of Way Services
- V. Bid and Construction Support
- VI. Public Relations and Graphic Design

**B. SCHEDULE OF SERVICES • GANTT CHART**

The chart provided below graphically illustrates the sequencing and completion time for the project.



**C. SUBMITTALS**

Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY and AGENCIES to offer comments prior to final submission.

1 **D. TIME EXTENSIONS**

- 2 1. Any delay in providing services required by this contract occasioned by causes beyond the control and not  
3 due to the fault or negligence of CONSULTANT, shall be the reason for granting an extension of time for  
4 the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify  
5 COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the  
6 facts and the extent of the delay and grant an extension of time for the completion of the work when, in  
7 COUNTY's judgment, their findings of fact justify such an extension of time.
- 8 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended  
9 to deny CONSULTANT of any available civil legal remedies in the event of a dispute.

10 **E. FINAL ACCEPTANCE**

11 When COUNTY determines that CONSULTANT has satisfactorily completed the services, COUNTY may give  
12 CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder  
13 unless so specified in the Notice of Final Acceptance. No payment will be made for any work performed after  
14 the contract end date as provided in ARTICLE IV PERFORMANCE PERIOD unless extended by amendment  
15 regardless if a Notice of Final Acceptance has been issued or not. The final invoice shall be submitted within  
16 60 calendar days after completion of CONSULTANT's work as required by ARTICLE V ALLOWABLE COSTS  
17 AND PAYMENTS. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion,  
18 it has satisfactorily completed all covenants as stipulated in this contract.

19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

**ATTACHMENT C • COMPENSATION PLAN**

**ARTICLE CI • INTRODUCTION**

Satisfactory performance and completion of the Services under this Agreement shall be compensated based upon actual costs plus a fixed fee in accordance with "ARTICLE V ALLOWABLE COSTS AND PAYMENTS" and "ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS" of this Agreement. COUNTY will reimburse CONSULTANT for actual costs (including labor costs, overhead, and other direct costs) incurred by CONSULTANT in performance of the work, exclusive of any fixed fee. A prorata portion of CONSULTANT's fixed fee shall be included in the progress payments. Actual costs shall not exceed the total estimated costs without prior written agreement between COUNTY and CONSULTANT.

**ARTICLE CII • ELEMENTS OF COMPENSATION**

Compensation for the services provided will be comprised of the following elements: DIRECT LABOR COSTS, FIXED FEE, OTHER DIRECT COSTS and OUTSIDE SERVICES.

**A. DIRECT LABOR COSTS**

Direct Labor costs shall be paid in an amount equal to the Direct Salary Costs plus the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1. Direct Salary Costs

Direct Salary Costs are the base salaries and wages actually paid to the CONSULTANT's personnel directly engaged in performance of the Services under the Agreement. Salary rates for specific employees shall be provided on the Cost Proposal Worksheets included in ARTICLE CVI • COST PROPOSAL. All Salary rates shall be in effect for three years following the effective date of the Agreement. Thereafter, CONSULTANT may request adjustments to individual rates on an annual basis. CONSULTANT shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the County Director of Transportation, or his designee.

2. Multiplier

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is the sum of the following components:

PAYROLL ADDITIVES.....41.43 %

The decimal ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social



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and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

OVERHEAD COSTS .....52.48 %

The decimal ratio of allowable Overhead Costs to CONSULTANT firm's total direct salary costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

TOTAL MULTIPLIER .....93.91 %

(sum of Payroll Additives and Overhead Costs)

**B. FIXED FEE**

1. The Total Fixed Fee payable to the CONSULTANT is \$190,603 (PRIME CONSULTANT Profit)
2. A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month and shall be included on each monthly invoice.

**C. OTHER DIRECT COSTS**

Additional Direct Costs, directly identifiable to the performance of the services of this Agreement, shall be reimbursed at the rates below, or at actual cost.

Rates for identified Additional Direct Costs are as follows:

Item	Rate	Unit	Budget
Travel/Mileage	\$0.575	Mile	\$ 18,952
Traffic Counts		Actual Cost	\$ 15,000
Printing, Plotting & Copies		Actual Cost	\$ 9,800
Deliveries/Postage		Actual Cost	\$ 15,300
Potholing		Actual Cost	\$ 72,000
Subsurface Exploration – Boring		Actual Cost	\$ 22,628
Lab Testing		Actual Cost	\$ 15,826
Phase I ESA		Actual Cost	\$ 1,000
Percolation Testing		Actual Cost	\$ 14,709
Traffic Counts		Actual Cost	\$ 15,000
Record Search		Actual Cost	\$ 2,000

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1	Reproduction and CDs	Actual Cost	\$ 5,080
2	Newspaper Notices (1 English/1 Spanish)	Actual Cost	\$ 10,000
3	CDFW and County Filing Fees	Actual Cost	\$ 2,600
4	Paleo Solutions	Actual Cost	\$ 4,500
5	Native American Monitor	Actual Cost	\$ 45,800
6	Commonwealth Title Company	Actual Cost	\$ 38,500
7	Santolucito Dore Appraisal (Fee Appraisal)	Actual Cost	\$271,000
8	Hennessey & Hennessey Appraisal (Appraisal Review)	Actual Cost	\$136,500
9	DM&A (Goodwill and FF&E Appraisal)	Actual Cost	\$186,250
10	Refreshments	Actual Cost	\$ 250

**D. OUTSIDE SERVICES**

Outside services shall be paid in accordance with the cost proposals approved for each Subconsultant. Billings for Outside Services shall be submitted along with the Prime Consultant's monthly progress billing submittals and shall be in conformance with the COUNTY Consulting Services Manual invoicing procedures.

**ARTICLE CIII • DIRECT SALARY RATES**

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs, are given below and are subject to the following:

**A. PREMIUM OVERTIME**

Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier.

**B. SALARY RATES**

CONSULTANT shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the COUNTY Director of Transportation, or his designee.

**POSITION OR CLASSIFICATION MAXIMUM HOURLY RATES**

Principal in Charge	\$105.00	hour
Project Manager	\$94.25	hour
Lead Roadway Engineer	\$81.00	hour

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1	Lead Structures Engineer	\$78.50	hour
2	Landscape Architect	\$60.00	hour
3	QA/QC Engineer	\$94.25	hour
4	Support Engineer	\$42.65	hour
5	CADD Operator	\$55.25	hour
6	Administrative Support	\$40.45	hour

7 The above rates are for CONSULTANT only. All rates for subconsultants to CONSULTANT will be in  
8 accordance with the subconsultants approved cost proposal.

9 **C. MINIMUM RATES**

10 The minimum allowable wage rates are subject to "ARTICLE XII STATE PREVAILING WAGE RATES" of this  
11 Agreement and to Federal "Payment of Predetermined Minimum Wage" requirements as outlined below. The  
12 Federal requirements are only applicable if the services are being paid for in whole or in part with federal-aid  
13 funding.

14 The Federal minimum wage rates for this project as determined by the United States Secretary of Labor are  
15 available from the U.S. Department of Labor, Employment Standards Administration, Wage and Hour Division.  
16 If there is a difference between the minimum wage rates determined by the Secretary of Labor and the general  
17 prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar  
18 classifications of labor, the CONSULTANT and subcontractors shall pay not less than the higher wage rate.  
19 The Department will not accept lower State wage rates determinations. This includes "helper" (or other  
20 classifications based on hours of experience) or any other classification not appearing in the Federal wage  
21 determinations. Where Federal wage determinations do not contain the State wage rate determination  
22 otherwise available for use by the CONSULTANT and subcontractors, the CONSULTANT and subcontractors  
23 shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the  
24 employees in question.

25 **ARTICLE CIV • INVOICING**

26 CONSULTANT shall submit invoices in accordance with the "ARTICLE V • ALLOWABLE COSTS AND  
27 PAYMENTS" of this Agreement, the COUNTY's Consulting Services Manual and with the following  
28 requirements.

- 29 1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed

1 in writing by the County Contract Administrator.

- 2 2. Base Work and Extra Work shall be charged separately, and the charges for each Phase listed in  
3 Attachment B, Schedule of Services, shall be listed separately. The charges for each individual  
4 assigned under this Agreement shall be listed separately.
- 5 3. Each invoice shall bear a certification signed by the CONSULTANT's Project Manager or an officer of  
6 the firm which reads as follows:

7 I hereby certify that the hours and salary rates charged in this invoice are the actual hours and  
8 rates worked and paid to the employees listed.

9 **ARTICLE CV • PAYMENT**

10 Progress payments shall be made in accordance with "ARTICLE V • ALLOWABLE COSTS AND PAYMENTS" of  
11 this Agreement.

12 **ARTICLE CVI • COST PROPOSAL**

13 The following cost proposal worksheets reflect the negotiated targeted contract amounts. The cost proposal will  
14 serve as a guideline and reference document during the execution of this contract. The total amount of the contract  
15 is not to exceed \$6,162,514.86. Reimbursement is to be made at actual cost plus fixed fee, however, billing shall  
16 not exceed the rates provided in Article CII Direct Salary Rates, Section B above. In the event a contingency budget  
17 is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra Work that may arise during the  
18 performance of this agreement. Contingency budget shall only be used at the discretion of the COUNTY's Contract  
19 Administrator, and with prior written authorization by the COUNTY's Contract Administrator in the form of an  
20 Administrative Budget Modification as required by the COUNTY's Consulting Services Manual. Contingency  
21 budgets are not allowed for services that are paid in whole or in part with federal-aid funding.

**Temescal Canyon Road Widening Project - El Cerrito Segment Fee Proposal Summary**

08/18/21

COMPANIES	PHASE I	PHASE II	PHASE III	PHASE IV	PHASE V	PHASE VI	TOTAL
	Prelim Engr	Environmental	Final Design	ROW Acquisition	Bid and Const	Public Relations	
NCM ENGINEERING CORP Prime Consultant (Engineer)	\$ 805,958.49		\$ 894,866.40	\$ 57,726.08	\$ 172,325.22		\$ 1,930,876.18
ICF Environmental - IS/MND - CE - No Permits		\$ 765,964.13					\$ 765,964.13
PSOMAS Drainage Engineering	\$ 95,066.32		\$ 59,031.55		\$ 2,188.22		\$ 156,286.09
PSOMAS Traffic Engineering	\$ 45,245.93		\$ 50,761.61		\$ 6,638.15		\$ 102,645.68
TRANSLUTIONS, INC, Traffic Study	\$ 134,636.71						\$ 134,636.71
KITTELSON ASSOCIATES, INC. Roundabout Concept	\$ 19,910.90						\$ 19,910.90
DIAZ YOURMAN & ASSOCIATES Geotechnical and ISA	\$ 56,612.61		\$ 2,678.12				\$ 59,290.73
O'DAY CONSULTANTS Utilities (No Potholing)	\$ 69,623.68		\$ 83,966.74				\$ 153,590.42
OVERLAND, PACIFIC & CUTLER ROW Acquisition				\$ 1,132,188.96			\$ 1,132,188.96
ARELLANO ASSOCIATES							
<b>BASE TOTAL</b>	<b>\$ 1,227,054.64</b>	<b>\$ 765,964.13</b>	<b>\$ 1,091,304.42</b>	<b>\$ 1,189,915.04</b>	<b>\$ 181,151.58</b>		<b>\$ 4,455,389.81</b>

ADDITIONAL OPTIONAL SERVICES	PHASE I	PHASE II	PHASE III	PHASE IV	PHASE V	PHASE VI	TOTAL
	Prelim Engr	Environmental	Final Design	ROW Acquisition	Bid and Const	Public Relations	
NCM ENGINEERING CORP Potholing, Landscaping	\$ 196,885.62		\$ 46,216.78		\$ 5,483.97		\$ 248,586.37
ICF Environmental - IS/MND - EAWFONSI - Tribal Monitor		\$ 163,998.38			\$ 162,446.11		\$ 326,444.49
PSOMAS Traffic Engineering			\$ 20,340.23				\$ 20,340.23
PSOMAS Legals - Plats				\$ 797,381.95			\$ 797,381.95
TRANSLUTIONS, INC,							
KITTELSON ASSOCIATES, INC. Roundabout Feasibility / Final Design	\$ 53,942.65		\$ 13,808.62				\$ 67,751.27
DIAZ YOURMAN & ASSOCIATES Perc Tests, Haz Waste Site Investigation (Ph. 2)	\$ 81,382.75						\$ 81,382.75
O'DAY CONSULTANTS							
OVERLAND, PACIFIC & CUTLER Relocation Plan and Assistance (20)				\$ 115,250.78			\$ 115,250.78
ARELLANO ASSOCIATES Public Relations						\$ 49,987.20	\$ 49,987.20
<b>OPTIONAL TOTAL</b>	<b>\$ 332,211.03</b>	<b>\$ 163,998.38</b>	<b>\$ 80,365.63</b>	<b>\$ 912,632.74</b>	<b>\$ 167,930.08</b>	<b>\$ 49,987.20</b>	<b>\$ 1,707,125.05</b>

<b>TOTAL w/OPTIONAL SERVICES</b>	<b>\$ 1,559,265.67</b>	<b>\$ 929,962.51</b>	<b>\$ 1,171,670.05</b>	<b>\$ 2,102,547.77</b>	<b>\$ 349,081.66</b>	<b>\$ 49,987.20</b>	<b>\$ 6,162,514.86</b>
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- Phase I - Preliminary Engineering
- Phase II - Environmental Documentation
- Phase III - Final Engineering
- Phase IV - Right of Way Services
- Phase V - Bid and Construction Support
- Phase VI - OPTIONAL: Public Relations and Graphic Design



**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Mohan Char	Principal	140	@	\$105.00	\$14,700.00
Michael Crull	Project Manager	3,324	@	\$94.25	\$313,287.00
Nick Haigh	Sr. Trans Engineer	404	@	\$81.00	\$32,724.00
Alma Carrillo	Associate Engineer	4,864	@	\$42.65	\$207,449.60
Vian Ghazi	Engineer I	4,660	@	\$35.80	\$166,828.00
Patrick Larkin	Engineer I	1,800	@	\$35.00	\$63,000.00
Ryan Stull	Engineer I	1,800	@	\$35.00	\$63,000.00
Mark Stiller	Sr. Bridge Engineer	104	@	\$78.50	\$8,164.00
Brent Deets	Bridge Engineer	242	@	\$48.50	\$11,737.00
Ray Andrasek	Sr. CADD Designer	242	@	\$55.25	\$13,370.50
Robert McMahon	Landscape Architect			\$60.00	
Paul Varquez	Landscape CADD			\$40.00	
Ranju Char	Accounting Executive	180		\$40.45	\$7,281.00
		<b>TOTAL HOURS</b>		<b>17,760</b>	
				<b>TOT DIR LABOR</b>	<b>\$901,541.10</b>

**MULTIPLIERS**

ESCALATION @		(Rates Vary by Phase)	
OVERHEAD @	93.91%	(of Direct Labor + Escalation)	\$846,637.25
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additives)	\$174,817.83
<b>TOTAL MULTIPLIERS</b>			<b>\$1,021,455.08</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT
Mileage	2400	Mile	@	\$0.58	\$1,380.00
Printing	5000	EA	@	\$1.00	\$5,000.00
Deliveries, Postage	60	EA	@	\$25.00	\$1,500.00
<b>TOTAL ODC'S</b>					<b>\$7,880.00</b>

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**SUBCONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
ICF	\$247,075.52	\$485,378.61	\$33,510.00	\$765,964.13
Psomas - Drainage	\$51,250.36	\$104,345.73	\$690.00	\$156,286.09
Psomas - Traffic	\$33,582.24	\$68,373.44	\$690.00	\$102,645.68
Translutions, Inc.	\$41,220.00	\$78,129.21	\$15,287.50	\$134,636.71
Kittelson Associates, Inc.	\$5,963.24	\$13,947.66		\$19,910.90
Diaz Yourman & Associates	\$10,799.99	\$24,566.74	\$23,924.00	\$59,290.73
O'Day Consultants	\$53,564.00	\$96,606.42	\$3,420.00	\$153,590.42
Overland, Pacific & Cutler	\$176,307.58	\$320,756.38	\$635,125.00	\$1,132,188.96
Arellano Associates				

TOTAL SUBCONSULTANT SERVICES **\$2,524,513.63**TOTAL **\$4,455,389.81**

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase I</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR - PRELIMINARY ENGINEERING**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT	
Mohan Char	Principal	140	@ \$105.00	\$14,700.00	
Michael Crull	Project Manager	1,786	@ \$94.25	\$168,330.50	
Nick Haigh	Sr. Trans Engineer	372	@ \$81.00	\$30,132.00	
Alma Carrillo	Associate Engineer	2,070	@ \$42.65	\$88,285.50	
Vian Ghazi	Engineer I	1,892	@ \$35.80	\$67,733.60	
Patrick Larkin	Engineer I		\$35.00		
Ryan Stull	Engineer I		\$35.00		
Mark Stiller	Sr. Bridge Engineer		\$78.50		
Brent Deets	Bridge Engineer		\$48.50		
Ray Andrasek	Sr. CADD Designer		\$55.25		
Robert McMahon	Landscape Architect		\$60.00		
Paul Varquez	Landscape CADD		\$40.00		
Ranju Char	Accounting Executive	180	\$40.45	\$7,281.00	
		<b>TOTAL HOURS</b>	<b>6,440</b>	<b>TOT DIR LABOR</b>	<b>\$376,462.60</b>

**MULTIPLIERS**

ESCALATION @		(of Direct Labor)		
OVERHEAD @	93.91%	(of Direct Labor + Escalation)	\$353,536.03	
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)		
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additive)	\$72,999.86	
			<b>TOTAL MULTIPLIERS</b>	<b>\$426,535.89</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT	
Mileage	800	Mile @	\$0.58	\$460.00	
Printing	2000	EA @	\$1.00	\$2,000.00	
Deliveries, Postage	20	EA @	\$25.00	\$500.00	
				<b>TOTAL ODC'S</b>	<b>\$2,960.00</b>

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase I</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**SUBCONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
ICF				
Psomas - Drainage	\$31,237.26	\$63,599.06	\$230.00	\$95,066.32
Psomas - Traffic	\$14,827.38	\$30,188.55	\$230.00	\$45,245.93
Translutions, Inc.	\$41,220.00	\$78,129.21	\$15,287.50	\$134,636.71
Kittelson Associates, Inc.	\$5,963.24	\$13,947.66		\$19,910.90
Diaz Yourman & Associates	\$9,982.17	\$22,706.44	\$23,924.00	\$56,612.61
O'Day Consultants	\$24,224.00	\$43,689.68	\$1,710.00	\$69,623.68
Overland, Pacific & Cutler				
Arellano Associates				

TOTAL SUBCONSULTANT SERVICES **\$421,096.15**TOTAL **\$1,227,054.64**





**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase II</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**SUBCONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
ICF	\$247,075.52	\$485,378.61	\$33,510.00	\$765,964.13
Psomas - Drainage				
Psomas - Traffic				
Translutions, Inc.				
Kittelson Associates, Inc.				
Diaz Yourman & Associates				
O'Day Consultants				
Overland, Pacific & Cutler				
Arellano Associates				

TOTAL SUBCONSULTANT SERVICES **\$765,964.13**TOTAL **\$765,964.13**

## FEE PROPOSAL WORKSHEET

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase III</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

### DIRECT LABOR - FINAL ENGINEERING

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Mohan Char	Principal		\$105.00	
Michael Crull	Project Manager	1,060	@ \$94.25	\$99,905.00
Nick Haigh	Sr. Trans Engineer	32	@ \$81.00	\$2,592.00
Alma Carrillo	Associate Engineer	2,048	@ \$42.65	\$87,347.20
Vian Ghazi	Engineer I	2,056	@ \$35.80	\$73,604.80
Patrick Larkin	Engineer I	1,800	@ \$35.00	\$63,000.00
Ryan Stull	Engineer I	1,800	@ \$35.00	\$63,000.00
Mark Stiller	Sr. Bridge Engineer	88	@ \$78.50	\$6,908.00
Brent Deets	Bridge Engineer	210	@ \$48.50	\$10,185.00
Ray Andrasek	Sr. CADD Designer	210	@ \$55.25	\$11,602.50
Robert McMahan	Landscape Architect		\$60.00	
Paul Varquez	Landscape CADD		\$40.00	
Ranju Char	Accounting Executive		\$40.45	
<b>TOTAL HOURS</b>		<b>9,304</b>	<b>TOT DIR LABOR</b>	<b>\$418,144.50</b>

### MULTIPLIERS

ESCALATION @	(of Direct Labor)		
OVERHEAD @	93.91% (of Direct Labor + Escalation)		\$392,679.50
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)		
PROFIT (FIXED FEE) @	10.0% (of Direct Labor + Escalation + Overhead + Payroll Additive)		\$81,082.40
<b>TOTAL MULTIPLIERS</b>			<b>\$473,761.90</b>

### OTHER DIRECT COSTS

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage	800	Mile @	\$0.58	\$460.00
Printing	2000	EA @	\$1.00	\$2,000.00
Deliveries, Postage	20	EA @	\$25.00	\$500.00
<b>TOTAL ODC'S</b>				<b>\$2,960.00</b>

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase III</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**SUBCONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
ICF				
Psomas - Drainage	\$19,368.10	\$39,433.45	\$230.00	\$59,031.55
Psomas - Traffic	\$16,644.14	\$33,887.47	\$230.00	\$50,761.61
Translutions, Inc.				
Kittelson Associates, Inc.				
Diaz Yourman & Associates	\$817.82	\$1,860.30		\$2,678.12
O'Day Consultants	\$29,340.00	\$52,916.74	\$1,710.00	\$83,966.74
Overland, Pacific & Cutler				
Arellano Associates				

TOTAL SUBCONSULTANT SERVICES **\$196,438.02**TOTAL **\$1,091,304.42**

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase IV</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR - ROW SERVICES**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Mohan Char	Principal			\$105.00	
Michael Crull	Project Manager	124	@	\$94.25	\$11,687.00
Nick Haigh	Sr. Trans Engineer			\$81.00	
Alma Carrillo	Associate Engineer	196	@	\$42.65	\$8,359.40
Vian Ghazi	Engineer I	196	@	\$35.80	\$7,016.80
Patrick Larkin	Engineer I			\$35.00	
Ryan Stull	Engineer I			\$35.00	
Mark Stiller	Sr. Bridge Engineer			\$78.50	
Brent Deets	Bridge Engineer			\$48.50	
Ray Andrsek	Sr. CADD Designer			\$55.25	
Robert McMahon	Landscape Architect			\$60.00	
Paul Varquez	Landscape CADD			\$40.00	
Ranju Char	Accounting Executive			\$40.45	
		<b>TOTAL HOURS</b>	<b>516</b>	<b>TOT DIR LABOR</b>	<b>\$27,063.20</b>

**MULTIPLIERS**

ESCALATION @		(of Direct Labor)	
OVERHEAD @	93.91%	(of Direct Labor + Escalation)	\$25,415.05
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additive:	\$5,247.83
			<b>TOTAL MULTIPLIERS</b>
			<b>\$30,662.88</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage		Mile	\$0.58	
Printing		EA	\$1.00	
Deliveries, Postage		EA	\$25.00	

TOTAL ODC'S

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase IV</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**SUBCONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
ICF				
Psomas - Drainage				
Psomas - Traffic				
Translutions, Inc.				
Kittelson Associates, Inc.				
Diaz Yourman & Associates				
O'Day Consultants				
Overland, Pacific & Cutler	\$176,307.58	\$320,756.38	\$635,125.00	\$1,132,188.96
Arellano Associates				

TOTAL SUBCONSULTANT SERVICES **\$1,132,188.96**

**TOTAL** **\$1,189,915.04**



**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase V</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR - BID & CONST SUPPORT**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT	
Mohan Char	Principal			\$105.00		
Michael Crull	Project Manager	354	@	\$94.25	\$33,364.50	
Nick Haigh	Sr. Trans Engineer			\$81.00		
Alma Carrillo	Associate Engineer	550	@	\$42.65	\$23,457.50	
Vian Ghazi	Engineer I	516	@	\$35.80	\$18,472.80	
Patrick Larkin	Engineer I			\$35.00		
Ryan Stull	Engineer I			\$35.00		
Mark Stiller	Sr. Bridge Engineer	16	@	\$78.50	\$1,256.00	
Brent Deets	Bridge Engineer	32	@	\$48.50	\$1,552.00	
Ray Andrasek	Sr. CADD Designer	32	@	\$55.25	\$1,768.00	
Robert McMahon	Landscape Architect			\$60.00		
Paul Varquez	Landscape CADD			\$40.00		
Ranju Char	Accounting Executive			\$40.45		
		<b>TOTAL HOURS</b>		<b>1,500</b>	<b>TOT DIR LABOR</b>	<b>\$79,870.80</b>

**MULTIPLIERS**

ESCALATION @		(of Direct Labor)		
OVERHEAD @	93.91%	(of Direct Labor + Escalation)	\$75,006.67	
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)		
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additive)	\$15,487.75	
			<b>TOTAL MULTIPLIERS</b>	<b>\$90,494.42</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT		UNIT COST	AMOUNT	
Mileage	800	Mile	@	\$0.58	\$460.00	
Printing	1000	EA	@	\$1.00	\$1,000.00	
Deliveries, Postage	20	EA	@	\$25.00	\$500.00	
					<b>TOTAL ODC'S</b>	<b>\$1,960.00</b>

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase V</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**SUBCONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
ICF				
Psomas - Drainage	\$645.00	\$1,313.22	\$230.00	\$2,188.22
Psomas - Traffic	\$2,110.72	\$4,297.43	\$230.00	\$6,638.15
Translutions, Inc.				
Kittelson Associates, Inc.				
Diaz Yourman & Associates				
O'Day Consultants				
Overland, Pacific & Cutler				
Arellano Associates				

TOTAL SUBCONSULTANT SERVICES **\$8,826.37**

TOTAL **\$181,151.58**



**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase VI</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**SUBCONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
ICF				
Psomas - Drainage				
Psomas - Traffic				
Translutions, Inc.				
Kittelsohn Associates, Inc.				
Diaz Yourman & Associates				
O'Day Consultants				
Overland, Pacific & Cutler				
Arellano Associates				

TOTAL SUBCONSULTANT SERVICES

TOTAL









**MANHOUR WORKSHEET**

COMPANY: **NCM Engineering Corp**      SCOPE OF WORK: **Prime Consultant**      PHASE: **Phase I**  
 PROJECT: **Temescal Canyon Road Widening Project - El Cerrito Segment**      DATE: **August 18, 2021**

TASK	PRINCIPAL	PROJECT MANAGER	Sr. TRANS ENGINEER	ASSOCIATE ENGINEER	ENGINEER I	ENGINEER I	ENGINEER I	Sr. BRIDGE ENGINEER	BRIDGE ENGINEER	Sr. CAD DESIGNER	LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	ACCOUNTING EXECUTIVE	HOURS	COST
	1. Roundabout Prelim Design														
2. Prelim Street Lighting Layouts															
G. Geotechnical Design Report															
1. Kick-Off Mtg, Data Rvw, Encroach Pmt	6		8											14	\$ 1,934
2. Mark Borings, USA Notification	4		8											12	\$ 1,532
3. Subsurface Exploration															
4. OPTIONAL: Percolation Testing															
5. Laboratory Testing															
6. Engr Analysis and Reporting	8			8										16	\$ 2,219
7. Assumptions (Traffic Control Plan)	8		40											48	\$ 5,247
H. Initial Site Assessment	8		8											16	\$ 2,336
I. OPTIONAL: Hazard Waste Site Invest															
J. Prelim Drainage Studies															
1. Collect and Review Available Data				8										8	\$ 611
2. Field Reconnaissance	12		12	12										36	\$ 4,420
3. Conceptual Drainage Layouts	16		20											36	\$ 5,036
4. Drainage Coord for ENGINEER	10		30											40	\$ 4,740
5. Prelim Storm Water Data Report				4										4	\$ 305
6. El Cerrito Channel - H/H Calculations	(Not Required)														
7. Final Storm Water Data Report				4										4	\$ 305
8. El Cerrito Channel - Loc Hydraulic Study	(Not Required)														
9. Trans Project Guidance Report			12	24										36	\$ 2,924
10. NPDES Memorandum			12	24										36	\$ 2,924
11. Coordination with Flood Control	60		40	20										120	\$ 17,228



**MANHOUR WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase I</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

TASK	PRINCIPAL	PROJECT MANAGER	Sr. TRANS ENGINEER	ASSOCIATE ENGINEER	ENGINEER I	ENGINEER I	ENGINEER I	Sr. BRIDGE ENGINEER	BRIDGE ENGINEER	Sr. CADD ENGINEER	LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	SR. CADD DESIGNER	LANDSCAPE ARCHITECT	ACCOUNTING EXECUTIVE	HOURS	COST	
K. Conceptual Alignment and Geometry																			
1. Step 1 - Initial Concepts	160	8	350	350													868	\$ 92,115	
2. Step 2 - Updated Concepts	100	8	240	240													588	\$ 61,646	
3. Step 3 - Updated Concepts	60	8	120	120													308	\$ 33,525	
4. Step 4 - Updated Concepts	40	8	80	80													208	\$ 22,810	
5. Step 5 - Updated Concepts	30	8	60	60													158	\$ 17,453	
6. Step 6 - Updated Concepts	20	8	60	60													148	\$ 15,443	
L. Assemble Three Prelim Alts	20	8	60	60													148	\$ 15,443	
M. Prelim ROW Requirements	(Incl in Phase IV, Task A)																		
N. Alt Evaluation & Cost Analysis	60	8	100	100													268	\$ 30,178	
O. County Selection Chosen Alternative	8		8	8													24	\$ 2,947	
P. Finalize Prelim Design Build Alternative	112	8	184	184													488	\$ 54,688	
Q. OPTIONAL: Land Concepts Roundabout																			
R. COUNTY Approval	20		60	60													140	\$ 14,061	
S. Engr Tech Support Envir Document	40		70	70													180	\$ 19,755	







<b>MANHOOR WORKSHEET</b>	
COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>	PHASE: <b>Phase III</b>
	DATE: <b>August 18, 2021</b>

TASK	PRINCIPAL	Sr. Trans Engineer	Assoc. Engineer	Engineer I	Engineer I	Engineer I	Sr. Bridge Engineer	Sr. Bridge Engineer	Sr. CADD Designer	Landsc. Architect	Landsc. CADD	Accounting Executive	HOURS	COST
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**Total Manhours - Final Design**      1,060   32   2,048   2,056   1,800   1,800   88   210   210   210   9,304

TASK	PRINCIPAL	Sr. Trans Engineer	Assoc. Engineer	Engineer I	Engineer I	Engineer I	Sr. Bridge Engineer	Sr. Bridge Engineer	Sr. CADD Designer	Landsc. Architect	Landsc. CADD	Accounting Executive	HOURS	COST
A. General														
B. Final Utility Coordination														
1. Incorporate Pothole Data			4										4	\$ 305
2. Computer Modeling Critical Utilities		4											4	\$ 364
3. Update Utility Plans			4										4	\$ 305
4. Prepare Utility Letter No. 2			8										8	\$ 611
5. Design Coord Mtgs w/ Utility Owners	40	40	40										120	\$ 14,735
6. Additional Utility Coordination	8	8	8										24	\$ 2,947
7. Utility Coord New Water Services		4	4										8	\$ 669
8. Util Coord New Electrical Services		4	4										8	\$ 669
9. Prepare Utility Letter No. 3			4										4	\$ 305
C. Traffic Design - Signal Intersections	8	24	20										52	\$ 5,319
D. OPTIONAL: Traffic Design Roundabouts														
E. OPTIONAL: Land Design Roundabouts														
F. Geotechnical Reviews	8	8	8										24	\$ 2,947
G. Drainage Design														
1. Drainage Design Recommendations	8	8											16	\$ 2,336
2. Drainage Analysis 65% Plans	8	36	32										76	\$ 7,327
3. Drainage Analysis 95% PS&E Draft Rpt	8	4	8										20	\$ 2,583
4. Drainage Analysis 100% PS&E Final Rpt	8	4	8										20	\$ 2,583
H. Roadway Design														
1. 65% Plans Submittal	212	8	564	580	580	24	80	80					2,692	\$ 246,701

**MANHOUR WORKSHEET**

COMPANY: **NCM Engineering Corp**      SCOPE OF WORK: **Prime Consultant**      PHASE: **Phase III**  
 PROJECT: **Temescal Canyon Road Widening Project - El Cerrito Segment**      DATE: **August 18, 2021**

TASK	PERSONNEL											HOURS	COST			
	PRINCIPAL	PROJECT MANAGER	SR. TRANS ENGINEER	ASSOCIATE ENGINEER	ENGINEER I	ENGINEER I	ENGINEER I	SR. BRIDGE ENGINEER	BRIDGE ENGINEER	SR. BRIDGE ENGINEER	SR. CADD DESIGNER			LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT
2. 95% PS&E Submittal	352	8	564	564	580	580	580	24	50	50					2,772	\$ 268,207
3. 100% PS&E Submittal	232	8	412	412	420	420	420	20	40	40					2,004	\$ 191,876
4. Final PS&E Submittal	120	8	220	220	220	220	20	20	40	40					1,108	\$ 107,369
I. Coordination with COUNTY Traffic	16		24	24											64	\$ 7,233
J. Coordination with COUNTY Survey	16		60	60											136	\$ 13,257











**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>ICF</b>	SCOPE OF WORK: <b>Environmental Documentation</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Brian Calvert	Proj Dir (Env Manager)	427	@ \$96.91	\$41,380.57
Monica Corpuz	Sr. Consul III (NEPA/CEQA Lead)	1,002	@ \$50.48	\$50,580.96
Greg Hoisington	Managing Consul (Bio/Permit)	149	@ \$62.28	\$9,279.72
Keith Cooper	Sr. Tech Analyst (AQ)	64	@ \$69.40	\$4,441.60
Megan Jameson	Managing Consul (JD/Permit)	48	@ \$60.99	\$2,927.52
Katrina Sukola	Assoc Consul II (Wtr Qual)	52	@ \$35.00	\$1,820.00
Johnnie Garcia	Assoc Consul III (GIS)	238	@ \$44.36	\$10,557.68
Terrance Wong	Sr. Consul III (AQ)	60	@ \$57.79	\$3,467.40
Elizabeth Irvin	Assoc Consul I (Editor)	294	@ \$47.17	\$13,867.98
Phillip Richards	Sr. Consul II (Bio)	60	@ \$48.80	\$2,928.00
Karen Crawford	Proj Dir (Cultural)	68	@ \$70.78	\$4,813.04
Colleen Davis	Managing Consul (Cultural)	66	@ \$56.45	\$3,725.70
Marisa Flores	Sr. Consul I (Bio)	236	@ \$48.32	\$11,403.52
Kristen Klinefelter	Assoc Consul II (Bio)	108	@ \$35.17	\$3,798.36
Jennifer Ban	Sr. Consul II (Vis)	103	@ \$54.13	\$5,575.39
Sarah Halterman	Assoc Consul II (AQ)	56	@ \$29.73	\$1,664.88
Rebecca Payne	Sr. Consul I (Permit)		\$48.28	
Colleen Martin	Sr. Consul I (Bio)	94	@ \$37.96	\$3,568.24
Patrick McGinnis	Sr. Consul II (Cultural)	178	@ \$46.29	\$8,239.62
Shannon Smith	Tech Trainee (Cultural)	82	@ \$25.00	\$2,050.00
Peter Pham	Assist Consul (Cultural)	68	@ \$28.49	\$1,937.32
Rachel Droessler	Assoc Consul III (Cultural)	108	@ \$30.58	\$3,302.64
Tim Yates	Sr. Consul I (Cultural)	156	@ \$43.81	\$6,834.36
Margaret Roderick	Assist Consul (Cultural)	344	@ \$31.18	\$10,725.92
Vincent Tong	Assoc Consul I (Community)	96	@ \$42.91	\$4,119.36
Meagan Flacy	Assoc Consul I (NEPA/CEQA)	302	@ \$27.04	\$8,166.08
Jon Peter Hardie	Sr. Consul III (Noise)	156	@ \$61.29	\$9,561.24
Jakob Rzeszutko	Assoc Consul I (Noise)	110	@ \$27.01	\$2,971.10
Eric Moskus	Assoc Consul III (Noise)	196	@ \$40.87	\$8,010.52
Jonathan Higginson	Sr. Consul III (Noise)	36	@ \$60.26	\$2,169.36
Sara Galindo	Tech Trainee (Permit)		\$26.00	
Jill Shook	Admin Technician	12	@ \$32.40	\$388.80
Brittney Brabec	Admin Technician	78	@ \$35.88	\$2,798.64
Vincent Barker	Admin Technician (Bio)		\$24.00	
Benjamin Vargas	Sr. Consul III (Cultural)		\$54.50	

TOTAL HOURS      **5,047**      TOT DIR LABOR      **\$247,075.52**

**MULTIPLIERS**

ESCALATION @		(Rates Vary by Phase)	
OVERHEAD @ (Field)	158.45%	(of Direct Labor + Escalation)	\$100,849.70
OVERHEAD @ (On-Call)	101.85%	(of Direct Labor + Escalation)	\$1,853.67
OVERHEAD @ (FTE)	174.05%	(of Direct Labor + Escalation)	\$316,088.50
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additives)	\$66,586.74
<b>TOTAL MULTIPLIERS</b>			<b>\$485,378.61</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage or Rental Car	2800	Mile @	\$0.58	\$1,610.00
Record Search	2	LS @	\$1,000.00	\$2,000.00
Reproduction and CDs	1	LS @	\$2,200.00	\$2,200.00
Newspaper Notices (One English/One Spanish)	4	LS @	\$2,500.00	\$10,000.00
Postage	1	LS @	\$10,600.00	\$10,600.00
CDFW and County Filing Fees	1	LS @	\$2,600.00	\$2,600.00
Subconsultant (Paleo Solutions)	1	LS @	\$4,500.00	\$4,500.00
Permit Fee (RWQCB) - Not Req'd		LS	\$19,000.00	
Permit Fee (CDFW) - Not Req'd		LS	\$15,000.00	
Native American Monitor (OPTIONAL)		LS	\$45,800.00	
Mileage or Rental Car (OPTIONAL )		Mile	\$0.58	
Reproduction and CDS (OPTIONAL)		LS	\$2,880.00	
Postage (OPTIONAL)		LS	\$2,200.00	
<b>TOTAL ODC'S</b>				<b>\$33,510.00</b>

**TOTAL** **\$765,964.13**



**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>ICF</b>	SCOPE OF WORK: <b>Environmental Documentation</b>	PHASE: <b>Phase II</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR - ENVIRONMENTAL DOCUMENTATION**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Brian Calvert	Proj Dir (Env Manager)	427	@	\$96.91	\$41,380.57
Monica Corpuz	Sr. Consul III (NEPA/CEQA Lead)	1,002	@	\$50.48	\$50,580.96
Greg Hoisington	Managing Consul (Bio/Permit)	149	@	\$62.28	\$9,279.72
Keith Cooper	Sr. Tech Analyst (AQ)	64	@	\$69.40	\$4,441.60
Megan Jameson	Managing Consul (JD/Permit)	48	@	\$60.99	\$2,927.52
Katrina Sukola	Assoc Consul II (Wtr Qual)	52	@	\$35.00	\$1,820.00
Johnnie Garcia	Assoc Consul III (GIS)	238	@	\$44.36	\$10,557.68
Terrance Wong	Sr. Consul III (AQ)	60	@	\$57.79	\$3,467.40
Elizabeth Irvin	Assoc Consul I (Editor)	294	@	\$47.17	\$13,867.98
Phillip Richards	Sr. Consul II (Bio)	60	@	\$48.80	\$2,928.00
Karen Crawford	Proj Dir (Cultural)	68	@	\$70.78	\$4,813.04
Colleen Davis	Managing Consul (Cultural)	66	@	\$56.45	\$3,725.70
Marisa Flores	Sr. Consul I (Bio)	236	@	\$48.32	\$11,403.52
Kristen Klinefelter	Assoc Consul II (Bio)	108	@	\$35.17	\$3,798.36
Jennifer Ban	Sr. Consul II (Vis)	103	@	\$54.13	\$5,575.39
Sarah Halterman	Assoc Consul II (AQ)	56	@	\$29.73	\$1,664.88
Rebecca Payne	Sr. Consul I (Permit)			\$48.28	
Colleen Martin	Sr. Consul I (Bio)	94	@	\$37.96	\$3,568.24
Patrick McGinnis	Sr. Consul II (Cultural)	178	@	\$46.29	\$8,239.62
Shannon Smith	Tech Trainee (Cultural)	82	@	\$25.00	\$2,050.00
Peter Pham	Assist Consul (Cultural)	68	@	\$28.49	\$1,937.32
Rachel Droessler	Assoc Consul III (Cultural)	108	@	\$30.58	\$3,302.64
Tim Yates	Sr. Consul I (Cultural)	156	@	\$43.81	\$6,834.36
Margaret Roderick	Assist Consul (Cultural)	344	@	\$31.18	\$10,725.92
Vincent Tong	Assoc Consul I (Community)	96	@	\$42.91	\$4,119.36
Meagan Flacy	Assoc Consul I (NEPA/CEQA)	302	@	\$27.04	\$8,166.08
Jon Peter Hardie	Sr. Consul III (Noise)	156	@	\$61.29	\$9,561.24
Jakob Rzeszutko	Assoc Consul I (Noise)	110	@	\$27.01	\$2,971.10
Eric Moskus	Assoc Consul III (Noise)	196	@	\$40.87	\$8,010.52
Jonathan Higginson	Sr. Consul III (Noise)	36	@	\$60.26	\$2,169.36
Sara Galindo	Tech Trainee (Permit)			\$26.00	
Jill Shook	Admin Technician	12	@	\$32.40	\$388.80
Brittney Brabec	Admin Technician	78	@	\$35.88	\$2,798.64
Vincent Barker	Admin Technician (Bio)			\$24.00	
Benjamin Vargas	Sr. Consul III (Cultural)			\$54.50	

TOTAL HOURS      **5,047**      TOT DIR LABOR      **\$247,075.52**

**MULTIPLIERS**

ESCALATION @		(of Direct Labor)	
OVERHEAD @ (Field)	158.45%	(of Direct Labor + Escalation)	\$100,849.70
OVERHEAD @ (On-Call)	101.85%	(of Direct Labor + Escalation)	\$1,853.67
OVERHEAD @ (FTE)	174.05%	(of Direct Labor + Escalation)	\$316,088.50
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additives)	\$66,586.74
<b>TOTAL MULTIPLIERS</b>			<b>\$485,378.61</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage or Rental Car	2800	Mile @	\$0.58	\$1,610.00
Record Search	2	LS @	\$1,000.00	\$2,000.00
Reproduction and CDs	1	LS @	\$2,200.00	\$2,200.00
Newspaper Notices (One English/One Spanish)	4	LS @	\$2,500.00	\$10,000.00
Postage	1	LS @	\$10,600.00	\$10,600.00
CDFW and County Filing Fees	1	LS @	\$2,600.00	\$2,600.00
Subconsultant (Paleo Solutions)	1	LS @	\$4,500.00	\$4,500.00
Permit Fee (RWQCB) - Not Req'd		LS	\$19,000.00	
Permit Fee (CDFW) - Not Req'd		LS	\$15,000.00	
Native American Monitor (OPTIONAL)		LS	\$45,800.00	
Mileage or Rental Car (OPTIONAL )		Mile	\$0.58	
Reproduction and CDS (OPTIONAL)		LS	\$2,880.00	
Postage (OPTIONAL)		LS	\$2,200.00	
<b>TOTAL ODC'S</b>				<b>\$33,510.00</b>

**TOTAL** **\$765,964.13**





















**SUBCONSULTANT MANHOOR WORKSHEET**

COMPANY: <b>Psomas</b>	SCOPE OF WORK: <b>Drainage Engineering</b>	PHASE: <b>Phase I</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

TASK	PRINCIPAL - TRAFFIC	QA/QC MANAGER - TRAFFIC	QA/QC MANAGER - TRAFFIC	QA/QC MANAGER - TRAFFIC	ENGINEER - TRAFFIC	PROJ DESIGNER - TRAFFIC	PROJ DESIGNER - TRAFFIC	PROJ DESIGNER - TRAFFIC	PROJ MANAGER - TRAFFIC	PROJ ADMINISTRATOR	SEN PROJ ENGR - DRAIN	PROJ DESIGNER - DRAIN	HOURS	COST
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**Total Manhours - Preliminary Engineering**      126    246    232      **604**

TASK	PRINCIPAL - TRAFFIC	QA/QC MANAGER - TRAFFIC	QA/QC MANAGER - TRAFFIC	QA/QC MANAGER - TRAFFIC	ENGINEER - TRAFFIC	PROJ DESIGNER - TRAFFIC	PROJ DESIGNER - TRAFFIC	PROJ DESIGNER - TRAFFIC	PROJ MANAGER - TRAFFIC	PROJ ADMINISTRATOR	SEN PROJ ENGR - DRAIN	PROJ DESIGNER - DRAIN	HOURS	COST
Project Management														
Meetings								18	18				36	\$ 6,628
Scheduling														
J. Prelim Drainage Studies														
1. Collect and Review Available Data								10	24	40			74	\$ 10,903
2. Field Reconnaissance								8	12	8			28	\$ 4,593
3. Conceptual Drainage Layouts								16	32	32			80	\$ 12,480
4. Drainage Coord for ENGINEER								42	84	84			210	\$ 32,759
5. Prelim Storm Water Data Report								16	40	40			96	\$ 14,803
6. El Cerrito Channel - H/H Calculations														
7. Final Storm Water Data Report								8	20	20			48	\$ 7,402
8. El Cerrito Channel - Loc Hydraulic Study														
9. Trans Project Guidance Report														
10. NPDES Memorandum								8	16	8			32	\$ 5,269

























**SUBCONSULTANT MANHOUR WORKSHEET**

COMPANY: **Psomas**      SCOPE OF WORK: **Traffic Engineering**      PHASE: **Phase V**  
 PROJECT: **Temescal Canyon Road Widening Project - El Cerrito Segment**      DATE: **August 18, 2021**

TASK	PRINCIPAL - TRAFFIC	QA/QC MANAGER - TRAFFIC	QA/QC MANAGER - TRAFFIC	ENGINEER - TRAFFIC	PROJ DESIGNER - TRAFFIC	PROJ DESIGNER - TRAFFIC	PROJ ADMINSTRATOR	SEN PROJ ENGR - DRAIN	PROJ DESIGNER - DRAIN	HOURS	COST
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**Total Manhours - Bid and Const Support**      12      12      12      16      40

<b>A. Bid Support</b>											
1. General											
2. Meetings											
3. Prepare Responses to Bidder's Quest											
4. Prepare Addenda											
5. Bidding Utility Coordination											
<b>B. Construction Support</b>											
1. Start of Const Support											
2. Preconstruction Surveys											
3. Tribal Monitoring During Const											
4. Construction Coordination Meetings											
5. Construction Field Reviews											
6. Construction Updates for the Public											
7. Construction Utility Coordination											
8. Permit Application Reviews											
9. Responses to Contractor's RFIs	4	4	4	4						12	\$ 1,988
10. Review Shop Drawings & Submittals											
11. Design Revisions During Construction											
12. Prepare "As-Built" Plans	8	8	8	12						28	\$ 4,420









**SUBCONSULTANT MANHOUR WORKSHEET SUMMARY**

COMPANY: Translutions, Inc.		SCOPE OF WORK: Traffic Study		PHASE: All Phases	
PROJECT: Temescal Canyon Road Widening Project - El Cerrito Segment				DATE: August 18, 2021	
TASK	PROJECT MANAGER	SR. TRANS PLANNER	SR. TRANS MODELER	Manpower Summary	HOURS
<b>PHASE TOTALS</b>	210	330	132		672
PHASE I - Prelim Engineering	210	330	132		672
PHASE II - Environmental Doc					
PHASE III - Final Engineering					
PHASE IV - ROW Services					
PHASE V - Bid & Const Support					
PHASE VI - Public Relations					



**SUBCONSULTANT MANHOUR WORKSHEET**

COMPANY: <b>Translutions, Inc.</b>	SCOPE OF WORK: <b>Traffic Study</b>	PHASE: <b>Phase I</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

TASK	SR. TRANS MANAGER										HOURS	COST											
	1	2	3	4	5	6	7	8	9	10													
16. Mitigation Measures											12	20	8									40	\$ 7,071
17. Traffic Calculations & Reports											32	44										76	\$ 13,741



























**SUBCONSULTANT MANHOUR WORKSHEET**

COMPANY: **Diaz Yourman & Associates**      SCOPE OF WORK: **Geotechnical Design Report & Initial**      PHASE: **Phase III**

PROJECT: **Temescal Canyon Road Widening Project - El Cerrito Segment**      DATE: **August 18, 2021**

TASK	HOURS	COST
PRINCIPAL ENGINEER		
ASSOCIATE II ENGINEER		
SENIOR ENGINEER		
PROJECT II ENGINEER		
PROJECT I ENGINEER		
STAFF II ENGINEER		
STAFF I ENGINEER		
CADD		
TECHNICAL EDITOR		
PREVAILING WAGE		

<b>Total Manhours - Final Design</b>	<b>5</b>	<b>2</b>	<b>8</b>	<b>15</b>
<b>F. Geotechnical Reviews</b>	<b>5</b>	<b>2</b>	<b>8</b>	<b>15 \$ 2,678</b>











**SUBCONSULTANT MANHOOR WORKSHEET SUMMARY**

COMPANY:		SCOPE OF WORK:				PHASE:
O'Day Consultants, Inc.		Utility Coordination				All Phases
PROJECT:		Manpower Summary				DATE:
Temescal Canyon Road Widening Project - El Cerrito Segment						August 18, 2021
TASK	PRINCIPAL ENGINEER	PROJECT MANAGER	PROJECT ENGINEER	PROJECT ENGINEER	PROJECT ENGINEER	HOURS
<b>PHASE TOTALS</b>	<b>25</b>	<b>326</b>	<b>32</b>	<b>570</b>	<b>238</b>	<b>1,191</b>
PHASE I - Prelim Engineering	9	152	16	252	112	541
PHASE II - Environmental Doc						
PHASE III - Final Engineering	16	174	16	318	126	650
PHASE IV - ROW Services						
PHASE V - Bid & Const Support						
PHASE VI - Public Relations						









**SUBCONSULTANT MANHOUR WORKSHEET**

COMPANY: **O'Day Consultants, Inc.**      SCOPE OF WORK: **Utility Coordination**      PHASE: **Phase III**  
 PROJECT: **Temescal Canyon Road Widening Project - El Cerrito Segment**      DATE: **August 18, 2021**

TASK	PRINCIPAL ENGINEER				PROJECT ENGINEER				PROJECT ENGINEER				DESIGN ENGINEER				HOURS	COST
	2	16	20	20	20	20	20	20	20	20	20	20	20	20	20	20		
1. 65% Plans Submittal	2	16	20	20	20	20	20	20	20	20	20	20	20	20	20	20	58	\$ 7,200
2. 95% PS&E Submittal	2	16	20	20	20	20	20	20	20	20	20	20	20	20	20	20	74	\$ 9,173
3. 100% PS&E Submittal	2	12	20	20	20	20	20	20	20	20	20	20	20	20	20	20	54	\$ 6,549
4. Final PS&E Submittal	2	8	16	16	16	16	16	16	16	16	16	16	16	16	16	16	42	\$ 5,091
I. Coordination with COUNTY Traffic																		
J. Coordination with COUNTY Survey																		









**SUBCONSULTANT MANHOOUR WORKSHEET SUMMARY**

COMPANY: **Overland, Pacific & Cutler, LLC (OPC)**      SCOPE OF WORK: **Real Property Services for ROW Acquisition**      PHASE: **All Phases**  
 PROJECT: **Temescal Canyon Road Widening Project - El Cerrito Segment**      DATE: **August 18, 2021**

TASK	PROGRAM MANAGER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR AGENT	AGENT/SENIOR ANALYST	PROJECT/SUPPORT/ANALYST	HOURS
<b>PHASE TOTALS</b>	110	540	503	1,224	1,476	790	4,643
PHASE I - Prelim Engineering							
PHASE II - Environmental Doc							
PHASE III - Final Engineering							
PHASE IV - ROW Services	110	540	503	1,224	1,476	790	4,643
PHASE V - Bid & Const Support							
PHASE VI - Public Relations							





**Temescal Canyon Road Widening Project - El Cerrito Segment Fee Proposal Summary**

08/18/21

ADDITIONAL OPTIONAL SERVICES	PHASE I Prelim Engr	PHASE II Environmental	PHASE III Final Design	PHASE IV ROQ Acquisition	PHASE V Bid and Const	PHASE VI Public Relations	TOTAL
NCM ENGINEERING CORP Potholing, Landscaping	\$196,885.62		\$ 46,216.78		\$ 5,483.97		\$ 248,586.37
ICF Environmental - IS/MND - EA/FONSI		\$ 163,998.38			\$ 162,446.11		\$ 326,444.49
PSOMAS Traffic Engineering			\$ 20,340.23				\$ 20,340.23
PSOMAS Legals - Plats				\$ 797,381.95			\$ 797,381.95
TRANSLUTIONS, INC,							
KITTELSON ASSOCIATES, INC. Roundabout Feasibility / Final Design	\$ 53,942.65		\$ 13,808.62				\$ 67,751.27
DIAZ YOURMAN & ASSOCIATES Perc Tests, Haz Waste Site Investigation	\$ 81,382.75						\$ 81,382.75
O'DAY CONSULTANTS							
OVERLAND, PACIFIC & CUTLER				\$ 115,250.78			\$ 115,250.78
ARELLANO ASSOCIATES Public Relations						\$ 49,987.20	\$ 49,987.20
<b>OPTIONAL TOTAL</b>	<b>\$ 332,211.03</b>	<b>\$ 163,998.38</b>	<b>\$ 80,365.63</b>	<b>\$ 912,632.74</b>	<b>\$ 167,930.08</b>	<b>\$ 49,987.20</b>	<b>\$ 1,707,125.05</b>

Phase I - Preliminary Engineering  
 Phase II - Environmental Documentation  
 Phase III - Final Engineering  
 Phase IV - Right of Way Services  
 Phase V - Bid and Construction Support  
 Phase VI - OPTIONAL: Public Relations and Graphic Design

## FEE PROPOSAL WORKSHEET

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

### DIRECT LABOR

PERSONNEL	POSITION	HOURS	@	RATE	AMOUNT
Mohan Char	Principal	62	@	\$105.00	\$6,510.00
Michael Crull	Project Manager	316	@	\$94.25	\$29,783.00
Nick Haigh	Sr. Trans Engineer	56	@	\$81.00	\$4,536.00
Alma Carrillo	Associate Engineer	156	@	\$42.65	\$6,653.40
Vian Ghazi	Engineer I	248	@	\$35.80	\$8,878.40
Patrick Larkin	Engineer I	20	@	\$35.00	\$700.00
Ryan Stull	Engineer I			\$35.00	
Mark Stiller	Sr. Bridge Engineer			\$78.50	
Brent Deets	Bridge Engineer			\$48.50	
Ray Andrasek	Sr. CADD Designer			\$55.25	
Robert McMahon	Landscape Architect	204		\$60.00	\$12,240.00
Paul Varquez	Landscape CADD	260		\$40.00	\$10,400.00
Ranju Char	Accounting Executive	42		\$40.45	\$1,698.90
<b>TOTAL HOURS</b>		<b>1,364</b>		<b>TOT DIR LABOR</b>	<b>\$81,399.70</b>

### MULTIPLIERS

ESCALATION @	(Rates Vary by Phase)	
OVERHEAD @	93.91% (of Direct Labor + Escalation)	\$76,442.46
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE) @	10.0% (of Direct Labor + Escalation + Overhead + Payroll Additives)	\$15,784.22
<b>TOTAL MULTIPLIERS</b>		<b>\$92,226.67</b>

### OTHER DIRECT COSTS

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	@	UNIT COST	AMOUNT
Mileage	800	Mile	@	\$0.58	\$460.00
Printing	2000	EA	@	\$1.00	\$2,000.00
Deliveries, Postage	20	EA	@	\$25.00	\$500.00
Potholing	60	EA	@	\$1,200.00	\$72,000.00
<b>TOTAL ODC'S</b>					<b>\$74,960.00</b>

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**SUBCONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
ICF	\$91,049.27	\$175,890.22	\$59,505.00	\$326,444.49
Psomas - Traffic	\$6,699.68	\$13,640.55		\$20,340.23
Psomas - Legals and Plas	\$262,642.28	\$534,739.68		\$797,381.95
Translutions, Inc.				
Kittelson Associates, Inc.	\$20,303.96	\$47,447.31		\$67,751.27
Diaz Yourman & Associates	\$15,491.42	\$35,238.33	\$30,653.00	\$81,382.75
O'Day Consultants				
Overland, Pacific & Cutler	\$40,879.22	\$74,371.56		\$115,250.78
Arellano Associates	\$19,085.00	\$28,851.70	\$2,050.50	\$49,987.20

TOTAL SUBCONSULTANT SERVICES **\$1,458,538.68**TOTAL **\$1,707,125.05**

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase I</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR - PRELIMINARY ENGINEERING**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Mohan Char	Principal	62	@ \$105.00	\$6,510.00
Michael Crull	Project Manager	272	@ \$94.25	\$25,636.00
Nick Haigh	Sr. Trans Engineer	56	@ \$81.00	\$4,536.00
Alma Carrillo	Associate Engineer	120	@ \$42.65	\$5,118.00
Vian Ghazi	Engineer I	228	@ \$35.80	\$8,162.40
Patrick Larkin	Engineer I	20	@ \$35.00	\$700.00
Ryan Stull	Engineer I		\$35.00	
Mark Stiller	Sr. Bridge Engineer		\$78.50	
Brent Deets	Bridge Engineer		\$48.50	
Ray Andrasek	Sr. CADD Designer		\$55.25	
Robert McMahon	Landscape Architect	40	\$60.00	\$2,400.00
Paul Varquez	Landscape CADD	60	\$40.00	\$2,400.00
Ranju Char	Accounting Executive	42	\$40.45	\$1,698.90
TOTAL HOURS		<b>900</b>	TOT DIR LABOR	<b>\$57,161.30</b>

**MULTIPLIERS**

ESCALATION @	(of Direct Labor)	
OVERHEAD @	93.91% (of Direct Labor + Escalation)	\$53,680.18
PAYROLL ADDITIVES @	(of Direct Labor + Escalation)	
PROFIT (FIXED FEE) @	10.0% (of Direct Labor + Escalation + Overhead + Payroll Additive)	\$11,084.15
TOTAL MULTIPLIERS		<b>\$64,764.32</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage	800	Mile @	\$0.58	\$460.00
Printing	2000	EA @	\$1.00	\$2,000.00
Deliveries, Postage	20	EA @	\$25.00	\$500.00
Potholing	60	EA @	\$1,200.00	\$72,000.00
TOTAL ODC'S				<b>\$74,960.00</b>



**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase I</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**SUBCONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
ICF				
Psomas - Traffic				
Psomas - Legals and Plas				
Translutions, Inc.				
Kittelson Associates, Inc.	\$16,165.74	\$37,776.91		\$53,942.65
Diaz Yourman & Associates	\$15,491.42	\$35,238.33	\$30,653.00	\$81,382.75
O'Day Consultants				
Overland, Pacific & Cutler				
Arellano Associates				

TOTAL SUBCONSULTANT SERVICES **\$135,325.40****TOTAL** **\$332,211.03**

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase II</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR - ENVIRONMENTAL DOCUMENTATION**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Mohan Char	Principal		\$105.00	
Michael Crull	Project Manager		\$94.25	
Nick Haigh	Sr. Trans Engineer		\$81.00	
Alma Carrillo	Associate Engineer		\$42.65	
Vian Ghazi	Engineer I		\$35.80	
Patrick Larkin	Engineer I		\$35.00	
Ryan Stull	Engineer I		\$35.00	
Mark Stiller	Sr. Bridge Engineer		\$78.50	
Brent Deets	Bridge Engineer		\$48.50	
Ray Andrask	Sr. CADD Designer		\$55.25	
Robert McMahon	Landscape Architect		\$60.00	
Paul Varquez	Landscape CADD		\$40.00	
Ranju Char	Accounting Executive		\$40.45	

TOTAL HOURS

TOT DIR LABOR

**MULTIPLIERS**

ESCALATION @		(of Direct Labor)
OVERHEAD @	93.91%	(of Direct Labor + Escalation)
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additive)

TOTAL MULTIPLIERS

**OTHER DIRECT COSTS**

... Billed at Actual Cost ...

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage		Mile	\$0.58	
Printing		EA	\$1.00	
Deliveries, Postage		EA	\$25.00	
Potholing		EA	\$1,200.00	

TOTAL ODC'S

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase II</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**SUBCONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
ICF	\$53,787.29	\$104,441.09	\$5,770.00	\$163,998.38
Psomas - Traffic				
Psomas - Legals and Plas				
Translutions, Inc.				
Kittelson Associates, Inc.				
Diaz Yourman & Associates				
O'Day Consultants				
Overland, Pacific & Cutler				
Arellano Associates				

TOTAL SUBCONSULTANT SERVICES **\$163,998.38**

TOTAL **\$163,998.38**

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase III</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR - FINAL ENGINEERING**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Mohan Char	Principal			\$105.00	
Michael Crull	Project Manager	32	@	\$94.25	\$3,016.00
Nick Haigh	Sr. Trans Engineer			\$81.00	
Alma Carrillo	Associate Engineer	36	@	\$42.65	\$1,535.40
Vian Ghazi	Engineer I	20	@	\$35.80	\$716.00
Patrick Larkin	Engineer I			\$35.00	
Ryan Stull	Engineer I			\$35.00	
Mark Stiller	Sr. Bridge Engineer			\$78.50	
Brent Deets	Bridge Engineer			\$48.50	
Ray Andrasek	Sr. CADD Designer			\$55.25	
Robert McMahon	Landscape Architect	140		\$60.00	\$8,400.00
Paul Varquez	Landscape CADD	200		\$40.00	\$8,000.00
Ranju Char	Accounting Executive			\$40.45	
TOTAL HOURS		<b>428</b>		TOT DIR LABOR	<b>\$21,667.40</b>

**MULTIPLIERS**

ESCALATION @		(of Direct Labor)	
OVERHEAD @	93.91%	(of Direct Labor + Escalation)	\$20,347.86
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additive:	\$4,201.53
TOTAL MULTIPLIERS			<b>\$24,549.38</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage		Mile	\$0.58	
Printing		EA	\$1.00	
Deliveries, Postage		EA	\$25.00	
Potholing		EA	\$1,200.00	

TOTAL ODC'S

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase III</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**SUBCONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
ICF				
Psomas - Traffic	\$6,699.68	\$13,640.55		\$20,340.23
Psomas - Legals and Plas				
Translutions, Inc.				
Kittelson Associates, Inc.	\$4,138.22	\$9,670.40		\$13,808.62
Díaz Yourman & Associates				
O'Day Consultants				
Overland, Pacific & Cutler				
Arellano Associates				

TOTAL SUBCONSULTANT SERVICES **\$34,148.85**TOTAL **\$80,365.63**



**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase IV</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR - ROW SERVICES**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Mohan Char	Principal		\$105.00	
Michael Crull	Project Manager		\$94.25	
Nick Haigh	Sr. Trans Engineer		\$81.00	
Alma Carrillo	Associate Engineer		\$42.65	
Vian Ghazi	Engineer I		\$35.80	
Patrick Larkin	Engineer I		\$35.00	
Ryan Stull	Engineer I		\$35.00	
Mark Stiller	Sr. Bridge Engineer		\$78.50	
Brent Deets	Bridge Engineer		\$48.50	
Ray Andrasek	Sr. CADD Designer		\$55.25	
Robert McMahon	Landscape Architect		\$60.00	
Paul Varquez	Landscape CADD		\$40.00	
Ranju Char	Accounting Executive		\$40.45	

TOTAL HOURS

TOT DIR LABOR

**MULTIPLIERS**

ESCALATION @		(of Direct Labor)
OVERHEAD @	93.91%	(of Direct Labor + Escalation)
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additive:

TOTAL MULTIPLIERS

**OTHER DIRECT COSTS**

... Billed at Actual Cost ...

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage		Mile	\$0.58	
Printing		EA	\$1.00	
Deliveries, Postage		EA	\$25.00	
Potholing		EA	\$1,200.00	

TOTAL ODC'S

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase IV</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**SUBCONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
ICF				
Psomas - Traffic				
Psomas - Legals and Plas	\$262,642.28	\$534,739.68		\$797,381.95
Translutions, Inc.				
Kittelson Associates, Inc.				
Diaz Yourman & Associates				
O'Day Consultants				
Overland, Pacific & Cutler	\$40,879.22	\$74,371.56		\$115,250.78
Arellano Associates				

TOTAL SUBCONSULTANT SERVICES **\$912,632.74**TOTAL **\$912,632.74**

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase V</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR - BID & CONST SUPPORT**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Mohan Char	Principal			\$105.00	
Michael Crull	Project Manager	12	@	\$94.25	\$1,131.00
Nick Haigh	Sr. Trans Engineer			\$81.00	
Alma Carrillo	Associate Engineer			\$42.65	
Vian Ghazi	Engineer I			\$35.80	
Patrick Larkin	Engineer I			\$35.00	
Ryan Stull	Engineer I			\$35.00	
Mark Stiller	Sr. Bridge Engineer			\$78.50	
Brent Deets	Bridge Engineer			\$48.50	
Ray Andrasek	Sr. CADD Designer			\$55.25	
Robert McMahon	Landscape Architect	24		\$60.00	\$1,440.00
Paul Varquez	Landscape CADD			\$40.00	
Ranju Char	Accounting Executive			\$40.45	
TOTAL HOURS		<b>36</b>		TOT DIR LABOR	<b>\$2,571.00</b>

**MULTIPLIERS**

ESCALATION @		(of Direct Labor)	
OVERHEAD @	93.91%	(of Direct Labor + Escalation)	\$2,414.43
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additive:	\$498.54
TOTAL MULTIPLIERS			<b>\$2,912.97</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage		Mile	\$0.58	
Printing		EA	\$1.00	
Deliveries, Postage		EA	\$25.00	
Potholing		EA	\$1,200.00	
TOTAL ODC'S				

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase V</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**SUBCONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
ICF	\$37,261.98	\$71,449.13	\$53,735.00	\$162,446.11
Psomas - Traffic				
Psomas - Legals and Plas				
Translutions, Inc.				
Kittelsohn Associates, Inc.				
Diaz Yourman & Associates				
O'Day Consultants				
Overland, Pacific & Cutler				
Arellano Associates				

TOTAL SUBCONSULTANT SERVICES **\$162,446.11**TOTAL **\$167,930.08**

**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase VI</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR - OPTIONAL: PUBLIC RELATIONS AND GRAPHIC DESIGN**

PERSONNEL	POSITION	HOURS	RATE	AMOUNT
Mohan Char	Principal		\$105.00	
Michael Crull	Project Manager		\$94.25	
Nick Haigh	Sr. Trans Engineer		\$81.00	
Alma Carrillo	Associate Engineer		\$42.65	
Vian Ghazi	Engineer I		\$35.80	
Patrick Larkin	Engineer I		\$35.00	
Ryan Stull	Engineer I		\$35.00	
Mark Stiller	Sr. Bridge Engineer		\$78.50	
Brent Deets	Bridge Engineer		\$48.50	
Ray Andrasek	Sr. CADD Designer		\$55.25	
Robert McMahon	Landscape Architect		\$60.00	
Paul Varquez	Landscape CADD		\$40.00	
Ranju Char	Accounting Executive		\$40.45	

TOTAL HOURS

TOT DIR LABOR

**MULTIPLIERS**

ESCALATION @		(of Direct Labor)
OVERHEAD @	93.91%	(of Direct Labor + Escalation)
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additive)

TOTAL MULTIPLIERS

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage		Mile	\$0.58	
Printing		EA	\$1.00	
Deliveries, Postage		EA	\$25.00	
Potholing		EA	\$1,200.00	

TOTAL ODC'S



**FEE PROPOSAL WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase VI</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**SUBCONSULTANT SERVICES**

COMPANY	LABOR	MULTIPLIERS	ODC'S	TOTAL
ICF				
Psomas - Traffic				
Psomas - Legals and Plas				
Translutions, Inc.				
Kittelson Associates, Inc.				
Diaz Yourman & Associates				
O'Day Consultants				
Overland, Pacific & Cutler				
Arellano Associates	\$19,085.00	\$28,851.70	\$2,050.50	\$49,987.20

TOTAL SUBCONSULTANT SERVICES **\$49,987.20**

**TOTAL** **\$49,987.20**













**MANHOOR WORKSHEET**

COMPANY: **NCM Engineering Corp**      SCOPE OF WORK: **Prime Consultant**      PHASE: **Phase I**  
 PROJECT: **Temescal Canyon Road Widening Project - El Cerrito Segment**      DATE: **August 18, 2021**

TASK	PRINCIPAL	PROJECT MANAGER	SR. TRANS ENGINEER	ASSOCIATE ENGINEER	ENGINEER I	ENGINEER I	ENGINEER I	ENGINEER I	SR. BRIDGE ENGINEER	BRIDGE ENGINEER	SR. CAD DESIGNER	LANDSCAPE ARCHITECT	LANDSCAPE ARCHITECT	ACCOUNTING EXECUTIVE	HOURS	COST
	K. Conceptual Alignment and Geometry															
1. Step 1 - Initial Concepts																
2. Step 2 - Updated Concepts																
3. Step 3 - Updated Concepts																
4. Step 4 - Updated Concepts																
5. Step 5 - Updated Concepts																
6. Step 6 - Updated Concepts																
L. Assemble Three Prelim Alts																
M. Prelim ROW Requirements																
N. Alt Evaluation & Cost Analysis																
O. County Selection Chosen Alternative																
P. Finalize Prelim Design Build Alternative																
Q. OPTIONAL: Land Concepts Roundabout	12		12								40	60			124	\$ 13,743
R. COUNTY Approval																
S. Engr Tech Support Envir Document	24		24	40											88	\$ 10,063







**MANHOUR WORKSHEET**

COMPANY: <b>NCM Engineering Corp</b>	SCOPE OF WORK: <b>Prime Consultant</b>	PHASE: <b>Phase III</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

PINCIPAL	32	36	20	140	200	428
PROJECT MANAGER						
SR. TRANS ENGINEER						
ASSOCIATE ENGINEER						
ENGINEER I						
ENGINEER I						
ENGINEER I						
SR. BRIDGE ENGINEER						
BRIDGE ENGINEER						
SR. CADD DESIGNER						
LANDSCAPE ARCHITECT						
LANDSCAPE CADD						
ACCOUNTING EXECUTIVE						

**Total Manhours - Final Design**

32	36	20	140	200	428
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TASK	32	36	20	140	200	428
A. General						
B. Final Utility Coordination						
1. Incorporate Pothole Data						
2. Computer Modeling Critical Utilities						
3. Update Utility Plans						
4. Prepare Utility Letter No. 2						
5. Design Coord Mtgs w/ Utility Owners						
6. Additional Utility Coordination						
7. Utility Coord New Water Services						
8. Util Coord New Electrical Services						
9. Prepare Utility Letter No. 3						
C. Traffic Design - Signal Intersections						
D. OPTIONAL: Traffic Design Roundabouts	16	20	20			56 \$ 6,563
E. OPTIONAL: Land Design Roundabouts	16	16		140	200	372 \$ 39,654
F. Geotechnical Reviews						
G. Drainage Design						
1. Drainage Design Recommendations						
2. Drainage Analysis 65% Plans						
3. Drainage Analysis 95% PS&E Draft Rpt						
4. Drainage Analysis 100% PS&E Final Rpt						
H. Roadway Design						
1. 65% Plans Submittal						













### SUBCONSULTANT FEE PROPOSAL WORKSHEET

COMPANY: <b>ICF</b>	SCOPE OF WORK: <b>Environmental Documentation</b>	PHASE: <b>All Phases</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

#### DIRECT LABOR

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Brian Calvert	Proj Dir (Env Manager)	68	@	\$96.91	\$6,589.88
Monica Corpuz	Sr. Consul III (NEPA/CEQA Lead)	274	@	\$50.48	\$13,831.52
Greg Hoisington	Managing Consul (Bio/Permit)	12	@	\$62.28	\$747.36
Keith Cooper	Sr. Tech Analyst (AQ)	11	@	\$69.40	\$763.40
Megan Jameson	Managing Consul (JD/Permit)	8	@	\$60.99	\$487.92
Katrina Sukola	Assoc Consul II (Wtr Qual)	100	@	\$35.00	\$3,500.00
Johnnie Garcia	Assoc Consul III (GIS)	36	@	\$44.36	\$1,596.96
Terrance Wong	Sr. Consul III (AQ)	20	@	\$57.79	\$1,155.80
Elizabeth Irvin	Assoc Consul I (Editor)	122	@	\$47.17	\$5,754.74
Phillip Richards	Sr. Consul II (Bio)	40	@	\$48.80	\$1,952.00
Karen Crawford	Proj Dir (Cultural)	56	@	\$70.78	\$3,963.68
Colleen Davis	Managing Consul (Cultural)	10	@	\$56.45	\$564.50
Marisa Flores	Sr. Consul I (Bio)	32	@	\$48.32	\$1,546.24
Kristen Klinefelter	Assoc Consu II (Bio)			\$35.17	
Jennifer Ban	Sr. Consul II (Vis)	19	@	\$54.13	\$1,028.47
Sarah Halterman	Assoc Consul II (AQ)			\$29.73	
Rebecca Payne	Sr. Consul I (Permit)			\$48.28	
Colleen Martin	Sr. Consul I (Bio)	4	@	\$37.96	\$151.84
Patrick McGinnis	Sr. Consul II (Cultural)	16	@	\$46.29	\$740.64
Shannon Smith	Tech Trainee (Cultural)	720	@	\$25.00	\$18,000.00
Peter Pham	Assist Consul (Cultural)			\$28.49	
Rachel Droessler	Assoc Consul III (Cultural)	104	@	\$30.58	\$3,180.32
Tim Yates	Sr. Consul I (Cultural)	14	@	\$43.81	\$613.34
Margaret Roderick	Assist Consul (Cultural)	16	@	\$31.18	\$498.88
Vincent Tong	Assoc Consul I (Community)	20	@	\$42.91	\$858.20
Meagan Flacy	Assoc Consul I (NEPA/CEQA)	420	@	\$27.04	\$11,356.80
Jon Peter Hardie	Sr. Consul III (Noise)	34	@	\$61.29	\$2,083.86
Jakob Rzeszutko	Assoc Consul I (Noise)	8	@	\$27.01	\$216.08
Eric Moskus	Assoc Consul III (Noise)	60	@	\$40.87	\$2,452.20
Jonathan Higginson	Sr. Consul III (Noise)			\$60.26	
Sara Galindo	Tech Trainee (Permit)			\$26.00	
Jill Shook	Admin Technician			\$32.40	
Brittney Brabec	Admin Technician	28	@	\$35.88	\$1,004.64
Vincent Barker	Admin Technician (Bio)	40	@	\$24.00	\$960.00
Benjamin Vargas	Sr. Consul III (Cultural)	100	@	\$54.50	\$5,450.00

TOTAL HOURS      **2,392**      TOT DIR LABOR      **\$91,049.27**

**MULTIPLIERS**

ESCALATION @		(Rates Vary by Phase)	
OVERHEAD @ (Field)	158.45%	(of Direct Labor + Escalation)	\$43,891.28
OVERHEAD @ (On-Call)	101.85%	(of Direct Labor + Escalation)	\$3,564.75
OVERHEAD @ (FTE)	174.05%	(of Direct Labor + Escalation)	\$104,166.96
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additives)	\$24,267.23
<b>TOTAL MULTIPLIERS</b>			<b>\$175,890.22</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage or Rental Car	13800	Mile @	\$0.58	\$7,935.00
Record Search		LS	\$1,000.00	
Reproduction and CDs		LS	\$2,200.00	
Newspaper Notices (One English/One Spanish)		LS	\$2,500.00	
Postage		LS	\$10,600.00	
CDFW and County Filing Fees		LS	\$2,600.00	
Subconsultant (Paleo Solutions)		LS	\$4,500.00	
Permit Fee (RWQCB)		LS	\$19,000.00	
Permit Fee (CDFW)		LS	\$15,000.00	
Native American Monitor	1	LS @	\$45,800.00	\$45,800.00
Mileage or Rental Car (OPTIONAL )	1200	Mile @	\$0.58	\$690.00
Reproduction and CDS (OPTIONAL)	1	LS @	\$2,880.00	\$2,880.00
Postage (OPTIONAL)	1	LS @	\$2,200.00	\$2,200.00
<b>TOTAL ODC'S</b>				<b>\$59,505.00</b>

**TOTAL** **\$326,444.49**



**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>ICF</b>	SCOPE OF WORK: <b>Environmental Documentation</b>	PHASE: <b>Phase II</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR - ENVIRONMENTAL DOCUMENTATION**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Brian Calvert	Proj Dir (Env Manager)	50	@	\$96.91	\$4,845.50
Monica Corpuz	Sr. Consul III (NEPA/CEQA Lead)	254	@	\$50.48	\$12,821.92
Greg Hoisington	Managing Consul (Bio/Permit)	6	@	\$62.28	\$373.68
Keith Cooper	Sr. Tech Analyst (AQ)	11	@	\$69.40	\$763.40
Megan Jameson	Managing Consul (JD/Permit)	8	@	\$60.99	\$487.92
Katrina Sukola	Assoc Consul II (Wtr Qual)	100	@	\$35.00	\$3,500.00
Johnnie Garcia	Assoc Consul III (GIS)	32	@	\$44.36	\$1,419.52
Terrance Wong	Sr. Consul III (AQ)	20	@	\$57.79	\$1,155.80
Elizabeth Irvin	Assoc Consul I (Editor)	102	@	\$47.17	\$4,811.34
Phillip Richards	Sr. Consul II (Bio)			\$48.80	
Karen Crawford	Proj Dir (Cultural)	10	@	\$70.78	\$707.80
Colleen Davis	Managing Consul (Cultural)	10	@	\$56.45	\$564.50
Marisa Flores	Sr. Consul I (Bio)	32	@	\$48.32	\$1,546.24
Kristen Klinefelter	Assoc Consu II (Bio)			\$35.17	
Jennifer Ban	Sr. Consul II (Vis)	19	@	\$54.13	\$1,028.47
Sarah Halterman	Assoc Consul II (AQ)			\$29.73	
Rebecca Payne	Sr. Consul I (Permit)			\$48.28	
Colleen Martin	Sr. Consul I (Bio)	4	@	\$37.96	\$151.84
Patrick McGinnis	Sr. Consul II (Cultural)	16	@	\$46.29	\$740.64
Shannon Smith	Tech Trainee (Cultural)			\$25.00	
Peter Pham	Assist Consul (Cultural)			\$28.49	
Rachel Droessler	Assoc Consul III (Cultural)			\$30.58	
Tim Yates	Sr. Consul I (Cultural)	14	@	\$43.81	\$613.34
Margaret Roderick	Assist Consul (Cultural)	16	@	\$31.18	\$498.88
Vincent Tong	Assoc Consul I (Community)	20	@	\$42.91	\$858.20
Meagan Flacy	Assoc Consul I (NEPA/CEQA)	420	@	\$27.04	\$11,356.80
Jon Peter Hardie	Sr. Consul III (Noise)	34	@	\$61.29	\$2,083.86
Jakob Rzeszutko	Assoc Consul I (Noise)	8	@	\$27.01	\$216.08
Eric Moskus	Assoc Consul III (Noise)	60	@	\$40.87	\$2,452.20
Jonathan Higginson	Sr. Consul III (Noise)			\$60.26	
Sara Galindo	Tech Trainee (Permit)			\$26.00	
Jill Shook	Admin Technician			\$32.40	
Brittney Brabec	Admin Technician	22	@	\$35.88	\$789.36
Vincent Barker	Admin Technician (Bio)			\$24.00	
Benjamin Vargas	Sr. Consul III (Cultural)			\$54.50	

TOTAL HOURS      **1,268**      TOT DIR LABOR      **\$53,787.29**

**MULTIPLIERS**

ESCALATION @		(of Direct Labor)	
OVERHEAD @ (Field)	158.45%	(of Direct Labor + Escalation)	\$10,493.10
OVERHEAD @ (On-Call)	101.85%	(of Direct Labor + Escalation)	\$3,564.75
OVERHEAD @ (FTE)	174.05%	(of Direct Labor + Escalation)	\$75,998.85
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additives)	\$14,384.40
<b>TOTAL MULTIPLIERS</b>			<b>\$104,441.09</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage or Rental Car		Mile	\$0.58	
Record Search		LS	\$1,000.00	
Reproduction and CDs		LS	\$2,200.00	
Newspaper Notices (One English/One Spanish)		LS	\$2,500.00	
Postage		LS	\$10,600.00	
CDFW and County Filing Fees		LS	\$2,600.00	
Subconsultant (Paleo Solutions)		LS	\$4,500.00	
Permit Fee (RWQCB)		LS	\$19,000.00	
Permit Fee (CDFW)		LS	\$15,000.00	
Native American Monitor		LS	\$45,800.00	
Mileage or Rental Car (OPTIONAL )	1200	Mile @	\$0.58	\$690.00
Reproduction and CDS (OPTIONAL)	1	LS @	\$2,880.00	\$2,880.00
Postage (OPTIONAL)	1	LS @	\$2,200.00	\$2,200.00
<b>TOTAL ODC'S</b>				<b>\$5,770.00</b>

**TOTAL** **\$163,998.38**

**SUBCONSULTANT FEE PROPOSAL WORKSHEET**

COMPANY: <b>ICF</b>	SCOPE OF WORK: <b>Environmental Documentation</b>	PHASE: <b>Phase V</b>
PROJECT: <b>Temescal Canyon Road Widening Project - El Cerrito Segment</b>		DATE: <b>August 18, 2021</b>

**DIRECT LABOR - BID & CONST SUPPORT**

PERSONNEL	POSITION	HOURS		RATE	AMOUNT
Brian Calvert	Proj Dir (Env Manager)	18	@	\$96.91	\$1,744.38
Monica Corpuz	Sr. Consul III (NEPA/CEQA Lead)	20	@	\$50.48	\$1,009.60
Greg Hoisington	Managing Consul (Bio/Permit)	6	@	\$62.28	\$373.68
Keith Cooper	Sr. Tech Analyst (AQ)			\$69.40	
Megan Jameson	Managing Consul (JD/Permit)			\$60.99	
Katrina Sukola	Assoc Consul II (Wtr Qual)			\$35.00	
Johnnie Garcia	Assoc Consul III (GIS)	4	@	\$44.36	\$177.44
Terrance Wong	Sr. Consul III (AQ)			\$57.79	
Elizabeth Irvin	Assoc Consul I (Editor)	20	@	\$47.17	\$943.40
Phillip Richards	Sr. Consul II (Bio)	40	@	\$48.80	\$1,952.00
Karen Crawford	Proj Dir (Cultural)	46	@	\$70.78	\$3,255.88
Colleen Davis	Managing Consul (Cultural)			\$56.45	
Marisa Flores	Sr. Consul I (Bio)			\$48.32	
Kristen Klinefelter	Assoc Consu II (Bio)			\$35.17	
Jennifer Ban	Sr. Consul II (Vis)			\$54.13	
Sarah Halterman	Assoc Consul II (AQ)			\$29.73	
Rebecca Payne	Sr. Consul I (Permit)			\$48.28	
Colleen Martin	Sr. Consul I (Bio)			\$37.96	
Patrick McGinnis	Sr. Consul II (Cultural)			\$46.29	
Shannon Smith	Tech Trainee (Cultural)	720	@	\$25.00	\$18,000.00
Peter Pham	Assist Consul (Cultural)			\$28.49	
Rachel Droessler	Assoc Consul III (Cultural)	104	@	\$30.58	\$3,180.32
Tim Yates	Sr. Consul I (Cultural)			\$43.81	
Margaret Roderick	Assist Consul (Cultural)			\$31.18	
Vincent Tong	Assoc Consul I (Community)			\$42.91	
Meagan Flacy	Assoc Consul I (NEPA/CEQA)			\$27.04	
Jon Peter Hardie	Sr. Consul III (Noise)			\$61.29	
Jakob Rzeszutko	Assoc Consul I (Noise)			\$27.01	
Eric Moskus	Assoc Consul III (Noise)			\$40.87	
Jonathan Higginson	Sr. Consul III (Noise)			\$60.26	
Sara Galindo	Tech Trainee (Permit)			\$26.00	
Jill Shook	Admin Technician			\$32.40	
Brittney Brabec	Admin Technician	6	@	\$35.88	\$215.28
Vincent Barker	Admin Technician (Bio)	40	@	\$24.00	\$960.00
Benjamin Vargas	Sr. Consul III (Cultural)	100	@	\$54.50	\$5,450.00
<b>TOTAL HOURS</b>		<b>1,124</b>		<b>TOT DIR LABOR</b>	<b>\$37,261.98</b>

**MULTIPLIERS**

ESCALATION @		(of Direct Labor)	
OVERHEAD @ (Field)	158.45%	(of Direct Labor + Escalation)	\$33,398.19
OVERHEAD @ (On-Call)	101.85%	(of Direct Labor + Escalation)	
OVERHEAD @ (FTE)	174.05%	(of Direct Labor + Escalation)	\$28,168.11
PAYROLL ADDITIVES @		(of Direct Labor + Escalation)	
PROFIT (FIXED FEE) @	10.0%	(of Direct Labor + Escalation + Overhead + Payroll Additives)	\$9,882.83
<b>TOTAL MULTIPLIERS</b>			<b>\$71,449.13</b>

**OTHER DIRECT COSTS**

\*\*\* Billed at Actual Cost \*\*\*

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Mileage or Rental Car	13800	Mile @	\$0.58	\$7,935.00
Record Search		LS	\$1,000.00	
Reproduction and CDs		LS	\$2,200.00	
Newspaper Notices (One English/One Spanish)		LS	\$2,500.00	
Postage		LS	\$10,600.00	
CDFW and County Filing Fees		LS	\$2,600.00	
Subconsultant (Paleo Solutions)		LS	\$4,500.00	
Permit Fee (RWQCB)		LS	\$19,000.00	
Permit Fee (CDFW)		LS	\$15,000.00	
Native American Monitor	1	LS @	\$45,800.00	\$45,800.00
Mileage or Rental Car (OPTIONAL )		Mile	\$0.58	
Reproduction and CDS (OPTIONAL)		LS	\$2,880.00	
Postage (OPTIONAL)		LS	\$2,200.00	
<b>TOTAL ODC'S</b>				<b>\$53,735.00</b>

**TOTAL** **\$162,446.11**





Task	SCOPE OF WORK: Environmental Documentation																						TOTAL
	50	254	5	11	8	100	32	20	102	10	10	10	10	10	10	10	10	10	10	10	10	22	
<b>A. General</b>																							
<b>B. Project Coordination and Meetings</b>																							
<b>C. Technical Studies</b>																							
1. OPT: Initial Public Meeting	16	16																					
2. Rights of Entry																							
3. Preliminary Environmental Study																							
4. Air Quality																							
5. Natural Env / Study / Mini Impacts																							
6. WSHCP: Consistency & Joint Proj Rvw																							
7. DBESP Report																							
8. Jurisdictional Delineation Report																							
9. Historic Property Survey Report																							
10. Community Impact Assessment																							
11. Noise Study Report																							
12. Noise Abatement Decision Report																							
13. Visual Impact Assessment																							
14. Questionnaire for Water Quality Issues																							
15. OPT: Water Quality Assess Report	4	8				88	18	24															
<b>D. Envr Doc: Field Botings &amp; Potholes</b>																							
<b>E. Environmental Document</b>																							
1. Draft Envr Doc - ISMND - CE																							
2. Final Envr Doc - ISMND - CE																							
3. OPT: Draft Envr Doc - ISMND - EA	22	166	6	6	4	10	10	20	54	8	8	26	16	4	14	4	14	4	14	4	14	4	
4. OPT: Final Envr Doc - ISMND - EA	8	64	5	4	2	4	2	4	24	2	2	6	3	2	2	2	2	2	2	2	2	2	
<b>F. Environmental Permitting</b>																							
1. Pre-Application Coord																							
2. Clean Water 404 Nationwide Permit																							
3. Clean Water 401 Water Quality Cert																							
4. Section 1602 Streambed Alterment																							
5. Regulatory Agency Coordination																							
<b>E. Environmental Document (Incremental Add'l Costs for ISMND - EA)</b>																							
1. Draft Envr Doc - ISMND - CE	38	204	28	14	20	12	26	4	62	12	10	24	10	24	8	26	8	26	8	26	8	26	
2. Final Envr Doc - ISMND - CE	8	61	6	3	4	2	8	18	2	2	6	1	6	2	4	4	4	4	4	4	4	4	
3. OPT: Draft Envr Doc - ISMND - EA	60	370	34	20	24	22	38	24	116	20	18	50	26	80	12	40	12	40	12	40	12	40	
4. OPT: Final Envr Doc - ISMND - EA (Difference)	16	125	8	6	8	4	12	42	4	4	12	4	12	4	6	6	6	6	6	6	6	6	
3. OPT: Draft Envr Doc - ISMND - EA	22	166	6	6	4	10	10	20	54	8	8	26	16	4	14	4	14	4	14	4	14	4	
4. OPT: Final Envr Doc - ISMND - EA	8	64	5	4	2	4	2	4	24	2	2	6	3	2	2	2	2	2	2	2	2	2	
<b>G. Environmental Document (Incremental Add'l Costs for ISMND - EA)</b>																							
1. Draft Envr Doc - ISMND - CE																							
2. Final Envr Doc - ISMND - CE																							
3. OPT: Draft Envr Doc - ISMND - EA																							
4. OPT: Final Envr Doc - ISMND - EA																							
<b>H. Environmental Document (Incremental Add'l Costs for ISMND - EA)</b>																							
1. Draft Envr Doc - ISMND - CE																							
2. Final Envr Doc - ISMND - CE																							
3. OPT: Draft Envr Doc - ISMND - EA																							
4. OPT: Final Envr Doc - ISMND - EA																							
<b>I. Environmental Document (Incremental Add'l Costs for ISMND - EA)</b>																							
1. Draft Envr Doc - ISMND - CE																							
2. Final Envr Doc - ISMND - CE																							
3. OPT: Draft Envr Doc - ISMND - EA																							
4. OPT: Final Envr Doc - ISMND - EA																							









**SUBCONSULTANT MANHOUR WORKSHEET SUMMARY**

COMPANY:		SCOPE OF WORK:		PHASE:		
Psomas		OPTIONAL: Traffic Engineering		All Phases		
PROJECT:		DATE:		DATE:		
Temescal Canyon Road Widening Project - El Cerrito Segment		August 18, 2021		August 18, 2021		
TASK	PRINCIPAL - TRAFFIC	QA/QC MANAGER - TRAFFIC	ENGINEER - TRAFFIC	PROJ DESIGNER - TRAFFIC	PROJ DESIGNER - TRAFFIC	HOURS
<b>PHASE TOTALS</b>	26	42	72	72	140	140
PHASE I - Prelim Engineering						
PHASE II - Environmental Doc						
PHASE III - Final Engineering	26	42	72	72	140	140
PHASE IV - ROW Services						
PHASE V - Bid & Const Support						
PHASE VI - Public Relations						











































**SUBCONSULTANT MANHOUR WORKSHEET**

COMPANY: **Diaz Yourman & Associates**      SCOPE OF WORK: **Geotechnical Design Report & Initial Site Investigation**      PHASE: **Phase I**  
 PROJECT: **Temescal Canyon Road Widening Project - El Cerrito Segment**      DATE: **August 18, 2021**

TASK	PRINCIPAL ENGINEER	ASSOCIATE II ENGINEER	SENIOR ENGINEER	PROJECT II ENGINEER	PROJECT I ENGINEER	STAFF II ENGINEER	STAFF I ENGINEER	CADD	TECHNICAL EDITOR	PREVAILING WAGE	HOURS	COST
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**Total Manhours - Preliminary Engineering**      31      28      98      28      2      85      24      69      365

Project Management												
Meetings												
Scheduling												
G. Geotechnical Design Report												
1. Kick-Off Mtg, Data Rvw, Encroach Pmt												
2. Mark Borings, USA Notification												
3. Subsurface Exploration												
4. OPTIONAL: Percolation Testing				2		2			30		34	\$ 5,819
5. Laboratory Testing												
6. Engr Analysis and Reporting												
7. Assumptions												
H. Initial Site Assessment												
I. OPTIONAL: Hazard Waste Site Invest	31	28	98	26		85	24	39			331	\$ 44,911





**SUBCONSULTANT MANHOUR WORKSHEET SUMMARY**

COMPANY:		SCOPE OF WORK:					PHASE:
Overland, Pacific & Cutler, LLC (OPC)		Real Property Services for ROW Acquisition					All Phases
PROJECT:		DATE:					
Temescal Canyon Road Widening Project - El Cerrito Segment		August 18, 2021					
TASK	PROGRAM MANAGER	SENIOR PROJECT MANAGER	PROJECT MANAGER	SENIOR AGENT	AGENT/SENIOR ANALYST	PROJECT SUPPORT/ANALYST	HOURS
<b>PHASE TOTALS</b>	10	76	55	500	360	107	1,108
PHASE I - Prelim Engineering							
PHASE II - Environmental Doc							
PHASE III - Final Engineering							
PHASE IV - ROW Services	10	76	55	500	360	107	1,108
PHASE V - Bid & Const Support							
PHASE VI - Public Relations							













**SUBCONSULTANT MANHOUR WORKSHEET SUMMARY**

COMPANY:		SCOPE OF WORK:		PHASE:	
Arellano Associates		Public Relations and Graphic Design		All Phases	
PROJECT:		DATE:			
Temescal Canyon Road Widening Project - El Cerrito Segment		August 18, 2021			
TASK	SR. PROJECT COORD	SR. CREATIVE COORD	PROJECT COORD	ASST. PROJECT COORD	HOURS
<b>PHASE TOTALS</b>	115	15	400	35	565
PHASE I - Prelim Engineering					
PHASE II - Environmental Doc					
PHASE III - Final Engineering					
PHASE IV - ROW Services					
PHASE V - Bid & Const Support					
PHASE VI - Public Relations	115	15	400	35	565





